UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORDA
Case No.: 1:23-cv-20727-RKA

RYAN BRESLOW, *et al.*,

      Plaintiffs,

v.

MARK PHILLIPS, *et al.*,

      Defendants.

DECLARATION OF MARK PHILLIPS

I, Mark Phillips, make the following declaration:

1.   I am a Defendant in this Action, am over the age of 18, and am competent to testify in this matter. I have personal knowledge of the matters stated herein.

2.   Attached hereto as **Exhibit 1** is a true and correct copy of MIP-0000, which I submitted to the MovementDAO community on Snapshot.org on August 23, 2022.

3.   Attached hereto as **Exhibit 2** is a true and correct copy of MovementDAO's Guiding Principles, which document was attached as an exhibit to MIP-0000.

4.   Attached hereto as **Exhibit 3** is a true and correct copy of MovementDAO's GitBook (which Plaintiffs call the "Gitbook" in the Verified Complaint).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.
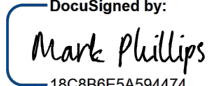
Dated: March 17, 2023

DocuSigned by:

Mark Phillips

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Mark Phillips

EXHIBIT 1

Adopt the Guiding Principles, Terms of Service, and Code of Conduct

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Authors: tankbottoms.eth, filipv.eth
Date: 2022-08-23
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Thesis

The name of the DAO is **Movement DAO** or ("Move", or "mDAO", "DAO"), which was formed as a Delaware Unincorporated Nonprofit Association.

Adopt the DAO's Guiding Principles, Terms of Service, and Code of Conduct, attached hereto as Exhibits B, C, and D. Appoint **Benjamin Reed** (**benreed.eth**) to act as the DAO's Secretary, **Authorized Member**, and to file the necessary federal application for the DAO IRS EIN Number Application, as well as to research and prepare the required documents for the DAO affiliate entities, including DAOLABS, in order to comply with applicable law.

- Guiding Principles: Establish the DAO as an Unincorporated Nonprofit Association pursuant to the Delaware Unincorporated Nonprofit Association Act.
- Terms of Service: An agreement between the DAO and parties who use the DAO's services or resources.
- Code of Conduct: Defines community Member standards and community enforcement guidelines.

Motivation

The DAO seeks clarity with regards to legal structure and the relationship between its Members and non-Members alike. These agreements contribute to a healthy, transparent and well functioning organization while addressing the lack of clear legal guidance regarding "DAOs".

The Community Conduct Guidelines establish expectations for all Members' conduct. The Terms of Service establishes the agreement between the DAO and users of the DAO's decentralized application.

The appointment of an **Authorized Member** will enable the DAO to properly structure the product entities, non-profit entities, and account for each cost center properly. In an overall effort to move to transparent operations managing payouts from the appropriate legal entity, including the management of cryptocurrency on-ramp and off-ramp solutions, and the protection and management of intellectual property concerns via DAO affiliates such as DAOLABS. Prepare future proposal mip-0003 in which to seek budget and funding to deploy the DAO affiliates. The Service Providers will prepare these affiliate entities, governance, and develop processes for ongoing governance, of while some portion of the above budget will be used for reimbursements of expenses, legal fees, and other costs.

Specification

Ratify and adopt the DAO's Guiding Principles, Terms of Service, and Code of Conduct.

Update the DAO's Discord server, docs, and other relevant resources to reflect these changes.

Rationale

Ratifying the Guiding Principles establishes an Unincorporated Nonprofit Association, which, in turn, will:

- recognize the DAO's legal standing as an entity;
- allow the DAO to hold accounts, property, and enter into agreements;
- clarify Membership processes, e.g. define duties owed to each other;
- adopt the Unincorporated Nonprofit Association model act language, where appropriate;
- establish and adopt unique and specific terms with regards to the DAO's structure, operations, and ownership of property;
- adopt the role of the Service Provider and the activities authorized; and
- remove ambiguity generally, i.e. regarding its intellectual property.

The Terms of Service will clarify the DAO's:

- requirement for parties interacting with the DAO's application and resources to take full responsibility;
- unambiguous position on the DAO's adherence to state and federal statues;
- risks associated with reliance and deference to the technology employed in the DAO's operation;
- conditions of use, demand for compliance with all applicable laws and regulations (including U.S. Securities law, Office of Foreign Assets Control compliance, etc.);
- explicit prohibited activities (including activities which are illegal or harmful to the DAO or its Members);
- limitations in liability, and disclaimers by the DAO;
- requirement for indemnification by the user under certain circumstances;
- requirement for the user to promise not to sue the DAO, or its Members;
- language regarding arbitration, and processes for dispute resolution;
- process on computation of damages, attorney fee's, and notice via Blockscan;
- privacy policy, including a verbose general warning on blockchain usage;
- risks associated with DAO's online resources; and
- users' legal, financial, and ethical responsibilities when using the DAO's resources.

The Code of Conduct will state the DAO's position with regards to:

- requirements for Members to unequivocally be honest;
- community standards emphasizing honesty, inclusion, and respect; and
- enforcement guidelines for Members who violate these standards.

The DAO's Unincorporated nonprofit association requires an authorized Secretary and Member to file the necessary federal application for the DAO's IRS EIN Number Application.

Risks

- By forming an Unincorporated Nonprofit Association, the DAO may incur taxes.
- These documents may not adequately address DAO's legal concerns.
- These documents are long and may be difficult to read.

Timeline

These documents should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal seeking to do the same.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolved as follows:

RESOLVED: That the **Guiding Principles** are hereby adopted as the Guiding Principles;

RESOLVED FURTHER: that the **Code of Conduct** is hereby adopted as the Code of Conduct;

RESOLVED FURTHER: that the **Terms of Service** is hereby adopted as the Terms of Service;

RESOLVED FURTHER: that Member **benreed.eth** shall serve as the **DAO's Authorized Member** and its **Secretary**, to serve until his respective successor is duly elected and qualified.

RESOLVED FURTHER: that Member **tankbottoms.eth** shall serve as an **Authorized Member** to serve until his respective successor is duly elected and qualified.

The Authorized Member, **benreed.eth**, **tankbottoms.eth** and the Service Provider are hereafter referred to together as the **Service Providers.**

RESOLVED FURTHER: that the Certificate of Adoption of the DAO Organizational Documents, labelled Exhibit A, by **benreed.eth**, the DAO's Secretary, and submitted to Snapshot Consensus is hereby approved.

RESOLVED FURTHER: that, in accordance with the powers of the Members specified in the Guiding Principals, the Service Providers of the DAO are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members, or the Service Providers, may adopt from time to time specific limitations on the authority of such an **Authorized Member**.

RESOLVED FURTHER: That the **Authorized Member** of the DAO in consultation with the Service Providers are authorized and directed to execute, verify and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal laws.

RESOLVED FURTHER: That the Service Providers are authorized to apply for a federal employer identification number on Form SS-4 for any contemplated DAO affiliate entities.

RESOLVED FURTHER: That the Service Providers are authorized to direct the responsible attorneys, paralegals and, or assistants or consultants of dao-lawfirm.eth, or counsel for the DAO, to submit on behalf of the DAO, and any affiliate entities, an online application for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. [0x30670D81E487c80b9EDc54370e6EaF943B6EAB39](#)
2. [0x5d95baEBB8412AD827287240A5c281E3bB30d27E](#)

EXHIBIT 2

Guiding Principles

The following Guiding Principles are provided to set forth the terms of Membership, governance, and agreement between Members of the DAO. The "DAO" refers to Movement DAO, Move DAO, its affiliates DAOLABS, non-profit and for-profit organizations, and individuals involved initially as its Members, developers, and operators of any associated traditional software, web services, Multi-signature wallets, or Ethereum Cryptographic Smart Contracts.

Definitions.

- The definitions section of the associated document is included in its entirety herein. Any terms which are defined herein supersede any definition contained in the associated document.
- **"Service Provider"** means the Person or Persons appointed by the DAO to perform administrative services, responsibilities, and duties to carry on the DAO's operations. The initial Service Provider shall be dao-lawfirm.eth, including its predecessor entities, any future entity of dao-lawfirm.eth, and dao-lawfirm.xyz, and their vendors, consultants, and affiliates, as well as dao-lawfirm.eth's affiliates Meows, LLC. and tankbottoms.eth, and their vendors, consultants, and affiliates. For the purpose of any electronic communications (including notice) the following addresses: 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc and 0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc are sufficient.

Introduction.

These guiding principles constitute an Agreement (hereinafter the "Agreement") and are entered into by and amongst Members of DAO, also known as Move (hereinafter "DAO"), an unincorporated nonprofit association organized under the **laws of the State of Delaware**.

The following terms apply when you click to view or access DAO's Dapp, DAO's online services or any of DAO's sites, contribute or transfer cryptocurrencies such as Ethereum, or transfer one or more ERC-20s ("Tokens"), ERC-721s ("NFTs"), or other digital assets (collectively, "Cryptographic Currencies") to the DAO, become a Member of DAO, receive DAO Governance Tokens, hold Governance Rights for the DAO, interact with or access the DAO's smart contracts in any way, provide services to the DAO, donate or transfer any property to the DAO, or otherwise interact with or access any other of the DAO's services. DAO's governance may occur on Snapshot; for the purpose of this agreement we refer to this as part of the DAO Dapp.

By doing any of the above, you signify your agreement to these terms. If you do not agree to be bound by the Agreement in its entirety,

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you may not access, interact with, or use the DAO Dapp or online services.

Capitalized terms used herein have the meanings ascribed to them in the Definitions. Any terms which are defined herein supersede any definition contained in the associated document.

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1. Organization.

(a) Formation. The DAO was formed on *February 1, 2022.* The obligations of Members of the DAO shall be determined pursuant to the Delaware Uniform Unincorporated Nonprofit Association Act, Del. Code Ann. Tit. 6, §§ 1901-1916 inclusive (the "Act"), and this Agreement.

(b) Purpose. The primary purpose of the DAO is to develop programmable, community-focused Ethereum (**"Cryptocurrency"**) treasury applications which can operate openly on the blockchain at any scale. The DAO additionally develops tooling to interact with existing financial infrastructure (including fiat), digital asset creation (e.g. NFTs), and marketplace applications to enable communities to participate in any type of lawful activity native to or related to Cryptocurrency. The purpose of the DAO is scoped to non-profit and charitable purposes and purposes outside of this scope are not permitted. The companion purpose section of this document is included in its entirety herein. Any terms which are contained herein supersede any definition contained in the associated document.

The DAO is an unincorporated association of individuals, corporations, statutory trusts, business trusts, estates, trusts, partnerships, limited liability companies, associations, joint ventures, and other legal or commercial entities, many of whom, if not all of whom, agree to join together for a common, nonprofit purpose. For the DAO, that purpose is encapsulated in its mission statement.

The DAO is not intended to be or become an entity required to register as an "investment company" as defined in Section 3(a)(1)(A) of the Investment Company Act of 1940, as amended.

2. Membership; Governance Rights and Tokens; Limitations.

(a) Governance Rights. Governance Rights in the DAO are represented by Project Tokens, with each Token representing a fractional part of the Governance Rights of all Members (or assignees, as the case may be) equal to the quotient of one (1) divided by the total number of Tokens claimed at any time. Member's Governance Rights are subject to DAO Governance.

(b) Tokens. As of the date hereof, there shall be an allowance of up to the

max of 2(256-1)[1] tokens authorized to represent Membership interests in the DAO, unless otherwise agreed to by the Members via a vote occurring through the Dapp. Membership in the DAO, as defined by Del. Code Ann. Tit. 6, § 1901, shall be voluntary and open to any individual whose purpose or presumed intent is to contribute to the DAO and is willing to accept responsibilities and terms of Membership. The DAO shall grant the initial Member's governance voting tokens proportional to contributions to the DAO's Gnosis Multi-signature wallet.[2]

Notwithstanding the foregoing or any other provision of this Agreement, the DAO may provide initial Members Tokens for their role in conceiving and supporting the DAO.

(c) Limitation to the DAO Protocol Configuration. The DAO shall not configure its Juicebox Treasury with an undefined Reserved Rate, a Reserved Rate of 0%, a Redemption Rate of 100%, or a Discount Rate other than 0%. **The DAO shall not configure its Juicebox Treasury with any parameters that would cause the capital value of Token Redemptions via the Redemption Rate to exceed the cost basis required to issue those Tokens from the DAO's Juicebox Treasury.**

(d) Admission. The DAO is a decentralized network of Members and may admit or deny individuals for any arbitrary purpose or lack of purpose.

(i) Initialization. On February 1, 2022, the DAO initiated a distribution of the DAO's NFT Collection to the top one-thousand (1500) addresses on Snapshot via a total usage count of Membership DAOs, authored proposals, and votes cast. The purpose of the NFT distribution was to foster a fair and equitable distribution of the governance NFT, to initialize the DAO community, garner interest in directing the DAO development efforts. The DAO did not require any Membership contributions or fees to participate in this distribution. Contributions to the DAO's Gnosis Multi-signature wallet were separate. Contributions to the DAO's Multi-signature wallet represents the token distributions based on a computation of Cryptocurrency contributions to Project Tokens.

(ii) Distribution of Member Tokens. All of the DAO's governing Members shall have their Membership determined upon receipt of voting tokens acquired on a public blockchain via contributions to the DAO's **Gnosis Multi-Signature Wallet (Etherscan Mainnet)** 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6. The tokens are to be distributed on a bonding curve. DAO will operate as a Member Project which will issue Project Tokens to both Gnosis contributors and Member Projects, at rates yet to be determined. **("Cryptographic Units", and holders, "Members")**. Cryptographic

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[1]The maximum number of 115792089237316195423570985008687907853269984665640564039457584007913129639935.

[2]Gnosis Multi-Signature Wallet, 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6.

Units are used for participating in and improving the governance of the DAO through affirmative votes effectuated via the Designated Smart Contract (defined herein) or more commonly, Snapshot, the popular off-chain voting protocol **("Snapshot") (such processes are "Cryptographic Consensus")**. Once the DAO admission requirements are met, a prospective Member's admission may be put up for a vote held among DAO Members. The DAO will consistently review admissions, and if necessary, Members may make adjustments to the DAO admission requirements based on their evolving needs and as registered by Cryptographic Consensus. Notwithstanding, the DAO may admit all individuals who hold the DAO token by capturing an inventory of all current holders and ratifying the Membership at Governance intervals from time to time as registered by Cryptographic Consensus.

The DAO may have more than one Member Tokens which has Membership purpose, such as the Governance NFT available at 0xdd407a053fa45172079916431d06E8e07f655042. The DAO shall authorize or discontinue the use of Member Tokens from any Cryptographic Units at any time, or use a Member Token for a duration before migrating to another. The DAO shall defer to the Service Provider in the fair and equitable distribution of Member Tokens, and/or the service of other governance tokens. The DAO shall, at its discretion, by the advice of the Service Provider, or by the majority vote of the DAO, retire governance tokens, including discontinuing Membership by Members holding the DAO governance token without any further notice.

(iii) Development of the DAO application Notwithstanding the aforementioned governance between the DAO NFTs and the DAO's weighted whitelist Members, the combined parties are Members and language within this agreement pertaining to the future anticipated governance on additional DAO applications are provided as a notice to Members of the eventual transitioning of governance tooling and computation. The DAO is developing a governance application which it intends to use and provide all aspects of to Member Projects before the end of 2022.

(e) Token Liquidity Pools. The DAO shall not create any Liquidity Pools.

(f) Governance Rights and Token Limitations. *Governance Rights and the governance Tokens provide no possibility of profits and losses, no rights to distributions and dividends, and no rights to ownership or management of the DAO. Each Member (or assign, as the case may be) that receives or holds governance Tokens expressly and unequivocally agrees that the Tokens provide no rights to profits and/or losses, that the Tokens do not entitle their holder to distributions or dividends, and that the Tokens do not make their holder an owner or manager of the DAO.* Members who provide their Cryptographic

Signature upon use of the Dapp shall agree with this section 2(f) explicitly and unequivocally, and will be deemed as to have read, understood, and sought counsel with regard to this section.

(g) Token Reserved Rate. Notwithstanding the foregoing or any other provision of this Agreement, contributors to the DAO shall be entitled to receive Reserved Rate Tokens by a vote of the Members, via the Reserved Tokens list, as defined by the DAO's Juicebox Protocol configuration. Each Member expressly and unequivocally agrees to 2(f) above.

(h) Responsibilities. As of the date hereof, Members are not required to submit to any dues or Membership fees. However, in the event the Members agree otherwise via a vote occurring through the Dapp or Snapshot, each Member shall keep reasonably current in payment of any dues or Membership fees and other financial obligations of Membership, if applicable and determined by the DAO. Each Member shall notify the DAO of a Discord, Twitter, or other acceptable communication channel by which that Member may receive written or electronic materials required or permitted by this document, or shall notify the DAO that such Member lacks the standard acceptable addresses and designate a mutually acceptable form of communication.

If you have received any Tokens or are otherwise a Member, you consent and agree to become legally bound by this Agreement as both a participant in the DAO and more specifically a DAO "Member".

(i) Information Rights. Members shall have access to all information concerning operational and financial affairs of the DAO via

- **The Gnosis Multi-Signature Wallet**
  – 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6,
- **Etherscan and other Ethereum Block Explorers**
  – https://etherscan.io/address/0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6, and
- **Snapshot**
  – https://snapshot.org/#/movedao.eth.

Otherwise, the DAO is not entitled to keep any records concerning legal, accounting, or other affairs, and aside from the above public information, the DAO shall not be required to maintain any additional records. Notwithstanding the foregoing, the DAO may engage with third parties to provide legal structures, accounting, and records in order to comply with any legal obligations.

3. Liability.

(a) No Member Liability. Except as otherwise provided in this Agreement or the Act, no Member (or former Member) shall be personally liable for the obligations of the DAO, including any obligations owed by any such Member in connection with any breach of this Agreement. A debt, obligation, or other liability of the DAO is solely the debt, obligation, or other liability of the DAO.

Members (or former Members) are not personally liable, directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the DAO solely by reason of being or acting as a Member or acting on behalf of the DAO. The failure of the DAO to observe formalities relating to the exercise of its powers or management of its activities and affairs is not grounds for imposing liability on a Member of the DAO for a debt, obligation, or other liability of the DAO.

(b) Member Limitations. No Member shall have the right or power:

    (i) to cause the dissolution and winding up of the DAO; or

    (ii) to demand or receive property, including any Cryptographic Currency or ERC-20 or ERC-721 Tokens ("Cryptocurrency Assets") contributed or otherwise transferred to the DAO, except as agreed to by the Members or otherwise provided herein.

4. Admission of Additional Members.

(a) Subject to the provisions of this Agreement, the Members are authorized to accept additional donations from one or more Members, and to admit other Persons to the DAO as additional Members (each such additional Member and such existing Member is an "Additional Member"). Unless otherwise determined by the Members, any such Additional Members shall be admitted to the DAO only if such Member or Additional Member makes a donation or contribution via the Dapp.

(b) Accession to Agreement. Each Person who is to be admitted as an Additional Member pursuant to this Agreement shall agree to be bound by all of the terms of this Agreement as if they were a Member from the inception of the DAO.

5. Management.

(a) Except as otherwise expressly required in this Agreement, the affairs of the DAO shall be carried on and managed exclusively by the Members, who shall have sole and absolute discretion with respect thereto. No Member shall be a manager, as defined under the Act.

(b) Whenever any action, including any approval, consent, decision, determination, or resolution is to be taken or given by the Members or the DAO under this Agreement or under the Act, it shall be authorized by a vote of the Members via the Dapp or the DAO's Snapshot Spaces, unless otherwise provided herein. Such an authorization may be evidenced by a vote facilitated via the Dapp or the DAO's Snapshot Spaces and one or more smart contracts, or by a written consent, in accordance with this Agreement. The Members intend that any action (which has been duly approved in accordance with this Agreement) taken by the DAO via a Dapp, a smart contract, or the blockchain shall be a valid

action of the Members or the DAO, as applicable, and no Member shall challenge the authority or validity of any such action based solely on such a fact.

(c) Except as otherwise expressly required in this Agreement or in the Act, no single Member (in their capacity as a Member) shall have authority to bind the DAO in any way or to enter into any agreement or contract obligating the DAO in any way unless approved via a vote occurring through the Dapp.

(d) To the extent that the Members have approved a document in accordance with the terms of this Agreement and the Act, any Member can hereby be expressly authorized to execute and deliver such a document on behalf of the DAO.

(e) Members may appoint a proxy to vote or otherwise act for the Member with regards to the DAO pursuant to the Dapp.

(f) The DAO has the right to delegate certain technical or administrative responsibilities to third parties and provide them with reasonable compensation.

(g) Reliance by Third Parties. Persons dealing with the DAO are entitled to only rely conclusively upon the power and authority of the Members (and any Person to whom the Members have delegated any such power and authority pursuant to this Agreement) by an explicit governance ratification of such power and authority. Therefore, any acknowledgement that such Member or assign is authorized to act on behalf of the DAO and may bind the DAO or otherwise enter into a binding contract may only be relied upon as evidenced by the DAO governance process as defined by Dapp proposals.

(h) Other Activities. Each Member acknowledges and agrees that in addition to transactions specifically contemplated by this Agreement, and subject to applicable law, certain Members within the DAO and their respective Affiliates and Representatives are each hereby authorized to obtain property or obtain services from, to provide property or provide services to, or otherwise enter into any transaction with certain Members, or any Affiliate or Representative of any of the foregoing Persons, pursuant to clear approval via the Dapp and DAO governance.

6. Withdrawal Rights; Compulsory Withdrawal; Non-Disparagement.

(a) Limited Right to Withdraw. A Member may withdraw at any time by transferring its Tokens to a third party. Such a withdrawal shall be facilitated and executed, in part, using one or more smart contracts, and shall be effective as of the date of transfer. Any withdrawal is irrevocable. Alternatively, a Member may redeem the entirety of the Tokens held by submitting the tokens to via the Juicebox Protocol and burning them, thereby reducing the total Project Token supply. In return, the Member may receive **some portion** of their initial or cumulative DAO Membership holdings in Ethereum (or other Cryptographic Currency). A Member who burns the entirety of their token holdings shall be

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deemed to have withdrawn from the DAO. The DAO shall not be obligated to pay any interest or other compensation to a Member who redeems or withdraws its Tokens.

(b) Compulsory Withdrawal. Not in limitation of Section 6(a), the Members acting by vote via the Dapp may cause a Member to be compulsorily withdrawn from the DAO to the extent that such Members, in their reasonable discretion, determine it to be necessary, desirable, or appropriate, including without limitation to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO or the other Members. For the avoidance of doubt–the Member proposed to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding that Members' compulsory withdrawal.

(c) Emergency Immediate Compulsory Withdrawal For Cause. Not in limitation of Section 6(a), 6(b), the Service Provider, in their reasonable discretion, is expressly authorized to remove a Member without notice or vote of the Members if the Service Provider determines such a removal to be necessary, desirable, or appropriate, including, without limitation, to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO. For the avoidance of doubt–the Member to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding such compulsory withdrawal, unless the Member is deemed to be in violation of the Code of Conduct and Community Enforcement Guidelines.

(d) Non-Disparagement Not in limitation of Section 6(a), 6(b), 6(c) and 6(d). During the term of the DAO Membership, and thereafter, the Member shall not make any disparaging remarks, or any remarks that could reasonably be construed as disparaging regarding the DAO, its Members, its affiliates, or its agents. The DAO shall, except to the extent otherwise required by applicable laws, rules, or regulations, or as appropriate in the exercise of the Community Enforcement Guidelines and the Terms of Service, exercise reasonable efforts to cause the following individual(s) to refrain from making any disparaging statements, orally or in writing, regarding the DAO, its Members, or agents during and after the Membership period.

7. Fees and Expenses.

(a) Organizational Expenses. The DAO shall bear all of its organizational expenses and costs, and may amortize these expenses for accounting and/or tax purposes.

(b) Operating Expenses.

> **(i)** The DAO shall bear all costs and expenses relating to its activities, maintenance, and operations, including, without limitation, all fees, expenses, and costs associated (directly or indirectly) with the acquiring, holding, monitoring, and commissioning of artwork, identifying DAO opportunities to fulfil its purpose and any extraor-

dinary expenses (including, without limitation, litigation-related and indemnification expenses), legal, regulatory, research, consulting, compliance, auditing, accounting, and other professional fees and expenses, the costs of any administrator, the costs of any reporting to Members, expenses of any administrative proceedings undertaken by the applicable Member in its capacity, expenses incurred in connection with the dissolution, liquidation, and termination of the DAO, and other expenses related to the DAO as determined by the Members by a vote via the Dapp (collectively, and together with organizational expenses, the **"DAO Expenses"**).

(ii) DAO Expenses shall be allocated to and funded by the DAO.

8. Distributions; Dividends; Compensation.

(a) The DAO shall not make any distributions of any kind and it will not pay dividends of any kind to any Member or director/officer or other person who may have an ownership interest in the DAO.

(b) The DAO may pay reasonable compensation or reimburse reasonable expenses to a Member or third-party for services rendered, confer benefits on a Member or third party in conformity with its nonprofit purposes, repurchase a Membership and repay a contribution made by a Member to the extent authorized by this Agreement, or make distributions of property to Members upon winding up and termination to the extent permitted by this Agreement.

9. Dissolution.

(a) General. The DAO shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

(i) a determination of the Members by Majority Vote; or

(ii) the entry of a decree of judicial dissolution pursuant to the Act.

(b) Upon the dissolution of the DAO, assets shall be distributed for one or more exempt purposes which are within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code and which are consistent with the goals and purpose of the DAO, or the assets shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the DAO is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

10. Limitations on Transfers.

(a) Transfers. Governance Rights and Tokens are not transferable, except to other Members. Members may vote to allow or disallow the ability of Members to transfer their Governance Rights and/or Tokens by a vote facilitated via the Dapp. Tokens may become freely transferable to Ethereum addresses outside of the DAO ("External Addresses") by a vote of the Members. In the event the Tokens become freely transferable to External Addresses, you agree that holders of External Address which Tokens are transferred to shall automatically be granted Membership rights, subject to this Agreement.

(b) Admission of Substituted Members. If the transferee is not already a Member, any transferee of Tokens transferred in accordance with the provisions of this Section shall be admitted as a Member. The DAO shall not for any purpose recognize any purported transfer of all or any part of a Member's interest or Tokens in the DAO, and no purchaser, assign, transferee, or other recipient of all or any part of such Tokens shall become a Member hereunder unless:

> **(i)** The transferee of Tokens transferred pursuant to this Section that is admitted to the DAO as a transferee Member shall succeed to the rights and liabilities of the transferor Member with respect to such transferred Tokens.

> **(ii)** Effect of Death, Dissolution, or Bankruptcy. Upon the death, incompetence, bankruptcy, insolvency, liquidation, or dissolution of a Member, the rights and obligations of that Member under this Agreement shall accrue to that Member's successor(s), estate, or legal representative, and each such Person shall be treated as an unadmitted transferee of that Member's Tokens, as described in the Act.

11. Books and Records; Accounting and Tax Matters.

The DAO shall not be obligated to keep any books or records beyond what is made available via the Dapp or available via the Ethereum blockchain.

12. Waiver of Fiduciary Duties.

(a) Except as expressly set forth in this Section, in the event that any Member initiates any Proceeding against the DAO and a judgment or order not subject to further appeal or discretionary review is rendered in respect of such Proceeding, as the case may be, that Member shall be solely liable for all costs and expenses related to the Proceeding.

(b) Limitation by Law. No provision of this Agreement shall be construed to provide for the indemnification for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but

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instead shall be construed so as to effectuate the provisions thereof to the fullest extent permitted by law.

(c) Waiver of Fiduciary Duties. To the fullest extent permitted by applicable law, notwithstanding any other provision of this Agreement or otherwise of applicable law, including any in equity or at law, no Member shall have any fiduciary duty to the DAO or to any Member by reason of this Agreement or in its capacity as a Member, except that the Members shall be subject to the implied contractual covenant of good faith and fair dealing and the terms and provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Members otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Members. Members will exercise any rights under this Agreement consistent with this Agreement.

13. Intellectual Property Rights.

(a) Grant of Rights. Members that join the DAO **grant to the DAO, and its affiliate DAOLABS, LLC**, a perpetual, non-exclusive, royalty-free license and right, and all ancillary and subsidiary rights therein and thereto, throughout the world, to use, edit, modify, include, incorporate, adapt, record, reproduce, display, and archive any copyrightable work associated with any written copy, source code, illustrations, and artwork (the **"Work"**) in any manner whatsoever, in or out of context, by any and all means and/or devices and in any and all media now or known hereafter–all in connection with the production, exhibition, distribution, exploitation, advertising, marketing, publicity, and promotion of the DAO and its Purpose. The term of this license begins whenever a contribution is made through the Site by a Person entering into this Agreement as a Member or is subsequently admitted as a Member pursuant to the terms of this Agreement (i.e., any and all Members). "Site" includes the DAO, its affiliate DAOLABS, LLC, the decentralized application(s), Github, Discord, and/or any other means of written or oral communication made to the DAO or its Members.

Contributors to the DAO, with regards to development of its application, with compensation, will execute any agreement for consulting or assignment, along with any innovations via written agreement with the DAO or its affiliate, DAO-LABS, LLC[3] from which the DAO licenses its Dapp and operating applications.

(b) Reservation of Rights. All rights in any copyrightable works not specifically granted to the DAO are reserved by the Member. Specifically, the DAO acknowledges that its use of the Work will not affect the Member's continued and separate copyright ownership in the Work, and that the Member may use and license others to use the Work otherwise and elsewhere.

(c) Representations and Warranties, Indemnification. The Member

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[3]The DAO is an unincorporated nonprofit association in the State of Delaware. The DAO has been granted a perpetual, non-exclusive, royalty-free license to source code from DAOLABS, LLC. under specific field of use, DAO operations for non-profit Cryptographic governance.

represents and warrants that it is the owner of the entirety of the rights in and to the Work and that the Member has the full authorization and authority to enter into this Agreement and grant the licenses herein. No other rights, permissions, or consents are necessary for the DAO to use the Work in accordance with the licenses granted herein, and no fees, royalties, or use payments of any kind are due to the Member or third parties in connection with the exercise of the licenses granted herein. The Member guarantees that the Work does not infringe any copyright or trademark, and that the Work does not violate any privacy, personal, proprietary, or common law, or statutory right, of any Person. Licensor shall indemnify and hold Licensee (and its agents, Affiliates, assigns, heirs, or other successors in interest) harmless from any claim, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of any claim, lawsuit, or demand which is inconsistent with or arises out of warranties or representations in this Section.

(d) Limited Field of Use. Notwithstanding the preceding provisions, the DAO shall not use Members' Work for any purposes other those defined in the Grant of Rights 13.(a), which includes use by the DAO within its field of use as defined in its Purpose, in *1. Organization.*, including for any for-profit endeavors, with the exception, however, of the purposes of any derivative rights by the DAO which it is obligated to grant to DAOLABS, or its affiliates for use of or within the licensed Dapp, and any contributions to the DAO where the DAO compensates the Member for the Work.

14. Derivative Matters.

(a) No Derivative Actions. No Member shall have the right to bring any action or proceeding in any court or before any arbitrator or other tribunal against the DAO or any other Member on account of any alleged or actual breach of this Agreement or any other agreement or instrument to which the DAO is a party or by which it is bound, or for any other purpose whatsoever, except as expressly provided in this Agreement.

15. Amendments.

(a) Except as otherwise provided herein, the terms and provisions of this Agreement may be amended only with the prior consent of Members acting by a vote via the Dapp.

(b) Amendments to this Agreement shall be made available via the Dapp.

16. Service Providers.

(a) Appointment and Compensation of Service Providers. The DAO shall have the right to appoint Service Providers to perform administrative services, responsibilities, and duties to carry on the DAO's operations, including

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maintenance of the Dapp and smart contracts. The DAO shall have the right to provide Service Providers with reasonable compensation.

(b) Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, any Service Provider of DAO shall not be liable for any error of judgment, mistake of law, or for any loss suffered by the DAO, its Members, Persons affiliated with the DAO or its Members, or third parties in connection with the matters to which this Agreement relates or for any services provided by a Service Provider, except for a loss resulting from a Service Provider's willful misfeasance, gross negligence, or reckless disregard in the performance of its duties under this Agreement. Furthermore, Service Providers shall not be liable for:

> **(i)** any action taken or omitted in accordance with or in reliance upon written or oral instructions, advice, data, documents, or information (without investigation or verification) received by Service Providers from any Person;

> **(ii)** any liability arising from the transfer or use of any Governance Rights or Tokens, including with respect to matters arising under applicable laws or private rights of action; or

> **(iii)** any action taken or omitted by the DAO, its Members, any affiliated Persons of the DAO or its Members, or any third party.

(c) Indemnification. The DAO shall indemnify and hold harmless the Service Provider, their affiliates, employees, and agents, from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim, lawsuit, or demand which arises out of any activities during the period of service to the DAO and from the conclusion of services until the statute of limitations have run for any known or unknown claims. The DAO, its Members, and any contributors to the DAO via the Dapp, the Gnosis Multi-signature Wallet, the purchase of NFT, or the receipt of any governance rights from any party or parties shall agree to the indemnification obligation set forth in the attached Agreement as the DAO, on one hand, and the Service Provider, including its affiliates, employees, and agents, on the other hand.

(d) Initial Service Provider. The initial Service Provider shall be the dao-lawfirm.eth, and its affiliates.

17. General Provisions.

(a) Notices. Subject to Section 5, all notices required to be delivered under this Agreement shall be effective only if sent via **Discord, Twitter, or another acceptable communication channel**. In computing the period of time for the giving of any notice, the day on which the notice is given shall be excluded, and the day on which the matter noticed is to occur shall be included. If notice is given via electronic means, by dao-lawfirm.eth, it shall be deemed given when

sent, provided that the sending party does not have reason to believe that such notice was not delivered.

(b) Further Assurance. Each Member agrees to perform all further acts and to execute, acknowledge, and deliver any document (including tax forms and information) that may reasonably be necessary to carry out the provisions of this Agreement.

(c) Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof the words, "herein," "hereto," "hereof," and words of similar import refer to this Agreement as a whole and not to any particular section or paragraph hereof; words importing the masculine gender shall include the feminine and neutral genders, and vice versa; and words importing the singular shall include the plural, and vice versa; plural forms of singular defined terms shall have corresponding meanings and singular forms of plural defined terms shall have corresponding meanings; the section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement; references to statutes or regulations include amendments and successor or replacement statutes or regulations.

(d) Severability. If any term or provision of this Agreement or any application of this Agreement shall be declared or held invalid, illegal, or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such an invalidity, illegality, or unenforceability, and the validity, legality, and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

(e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, permitted assigns, trustees, and legal representatives.

(f) Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the DAO. No creditor who makes a loan to the DAO may have or acquire, as a result of making the loan, any direct or indirect interest in the DAO's property.

(g) Waiver. Any term or condition of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof, but only by a writing signed by the party or parties waiving such term or condition. No waiver of any provision of this Agreement or of any right or benefit arising hereunder shall be deemed to constitute or shall constitute a waiver of any other provision of this Agreement (whether similar or not), nor shall any such waiver constitute a continuing waiver, unless otherwise expressly so provided in writing.

(h) Waiver of Partition; No Bill for DAO Accounting. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the DAO's property. Each Member covenants that it shall not file a bill for DAO accounting.

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(i) Limitation of Liability. Except for any remedies that cannot be excluded or limited by law, no party, or its agent, Affiliate, assigns, heirs, or other successors in interest, will be liable under this Agreement to another party, or that party's agent, Affiliate, assigns, heirs, or other successors in interest, or other third party, for any special, reliance, punitive, indirect, incidental, or consequential damages or lost or imputed profits, lost data, lost property, or any costs and fees. This limitation of liability may not be valid in some jurisdictions. Parties to this Agreement may have rights that cannot be waived under some laws. The DAO and its Members do not seek to limit the DAO's or Members' warranties or remedies to any extent not permitted by law.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE DAO OR ITS MEMBERS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDI-RECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSI-NESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT THE DAO OR ITS MEMBERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAM-AGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE DAO, ON ANY THEORY OF LIABILITY, RESULT-ING FROM: (a) THE USE OR INABILITY TO USE THE DAO DAPP; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSAC-TIONS ENTERED INTO THROUGH THE DAO DAPP; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN THE DAO; OR (e) ANY OTHER MATTER RELATED TO THE DAO DAPP, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

(j) Governing Law; Jurisdiction; Venue. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of choice or conflicts of laws thereof that would require that this Agreement be governed by the laws of another state. Each of the parties hereto consents and agrees to the exclusive personal jurisdiction of any state or federal court sitting in Delaware, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement shall be heard only in the courts described above.

(k) Arbitration. In consideration of the promises in this agreement, the parties agree that any and all controversies, claims, or disputes with anyone (including

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the DAO and any employee, officer, director, shareholder or benefit plan of the company in their capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in Delaware law and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, discrimination or wrongful termination and any statutory claims. The parties further understand that this Agreement to Arbitrate also applies to any disputes that the DAO may have with a Member.

(l) Procedure. The parties agree that any arbitration will be administered by the American Arbitration Association ("AAA") and that the neutral arbitrator will be selected in a manner consistent with its national rules for the resolution of employment disputes. The parties agree that the Arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The parties also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. The parties understand that they shall share equally in paying for the administrative or hearing fees charged by the arbitrator or AAA. The parties agree that the Arbitrator shall administer and conduct any arbitration in a manner consistent with the rules and that to the extent that the AAA's national rules for the resolution of employment disputes conflict with the rules, the rules shall take precedence. The parties agree that the decision of the Arbitrator shall be in writing.

(m) Covenant Not to Sue." The Members hereby agree and understand that by signing this agreement they hereby waive any right to sue other Members or the DAO for any reason and at any time. In the event that a Member attempts to file suit against either another Member or the DAO, that Member's ownership interest shall be cancelled and he shall be refunded any money or other assets he personally contributed to the DAO, but shall not be entitled to any increase in value or other profit earned by the DAO. Solely the Service Provider shall be empowered to determine if a Member is entitled to any other remuneration upon the cancellation of his ownership interest. Consistent with Section 6, the Service Provider is solely authorized and empowered to make such a determination, and there is no right of appeal or other objection to the determination of the Service Provider. The DAO, Members and the Service Provider covenant that under no conditions will any party or any affiliate file any action against the other (except requests for injunctive or other equitable relief only) in any forum, but instead agree to resolve any disagreement regarding the implementation of the Agreement or an alleged breach by a party by mandatory arbitration. The parties further choose to use Washington Arbitration and Mediation Services (**"WAMS"**) in Seattle, Washington, as the agreed arbitrator in this matter.

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Each party may request arbitration of any dispute by sending notice to the other party, in writing, of the demand for arbitration.

In the event of any arbitration of a dispute between the parties, the DAO agrees to pre-pay, after notice of arbitration has been sent, $500,000.00 (half-million, $500,000.00 USD) to the Service Provider or to the affiliate's choice. Following arbitration, the arbitrator may award attorney's fees to the prevailing party, including the reimbursement of any attorney's fees that were pre-paid in the dispute.

(n) Entire Agreement. This Agreement (including the exhibits hereto) supersedes any and all other understandings and agreements, either oral or in writing, among the parties with respect to the subject matter hereof and constitutes the sole agreement among the parties with respect thereto, including but not limited to the Original Agreement.

(o) Amendment. This Agreement may not be amended, modified, or revoked, in whole or in part, nor may any provisions be waived, except via a vote occurring through the Dapp.

(p) Securities Laws Matters. THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THEY PROVIDE NO RIGHT TO ANY PROFITS OR LOSSES OF THE DAO, NOR IS THERE A REASONABLE EXPECTATION OF PROFIT FROM BUYING OR RECEIVING THE TOKENS. THE TOKENS ONLY PROVIDE THE HOLDER WITH GOVERNANCE RIGHTS THAT ARE SPECIFICALLY LIMITED IN THIS AGREEMENT.

(q) Communication by Electronic Means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature, including Cryptographic signatures. For the purposes of notice or any communications pertaining to this Agreement, Members may deliver electronic correspondence, *in addition, to other means,* to 0x5d95baEBB8412AD827287240A5c281E3bB30d27E @ethmail.cc or 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc.

EXHIBIT 3

Movement DAO

Let's start a movement

2/2/22 2:22pm PST

Today, a [Movement](#) begins.

Vision: Unleash our collective potential

MOVE believes that we already have the passion, intelligence, and resources to solve the world's greatest problems. What's missing is the right incentive design.

MOVE is an experimental platform to promote social, public good and environmental change.

Solving societal problems is an age-old challenge with few solutions. These solutions are built upon legacy infrastructure and bureaucratic processes. The more dollars spent, the more inefficient, ineffective, and corrupt our systems become. The people, who's hard-earned dollars have been siphoned into these black holes, are only left with broken promises. The result: with every $1 contributed, $0.90 goes to the void, and $0.10 goes to impact.

MOVE introduces a radical new approach to collective problem solving. We hope that MOVE makes our imagination the only limitation to societal change.

How it Works

Web 2.0 movements live on Twitter, Facebook and GoFundMe. Web 3.0 Movements will live on DAOs.

Web 3.0 Movements are owned by their token holders. They have trustless funding that aligns incentives.

And their leaders are held accountable by the community.

MOVE is building a better way for Movements to organize. The platform is currently under development and conducting a token presale to fund its endowment.

Learn more about the vision for movements on Movement DAO.

MOVE Token System

The **$MOVE token** governs the platform. These token holders are responsible for growing the endowment and deploying capital into movements.

$(Movement) tokens govern individual movements. These token holders are responsible for funding & supporting their communities' projects. Movements have their own token (ie. $BLM).

Alternates DNS

The following were acquired to minimize spoofing and catfishing activities, use the official links above.

Alternate ES

This space is intentionally blank.

Introduction

Overview

General

This GitBook is the community repository about the Movement DAO. Community pull requests are welcome.

For an overview of the Movement DAO start here.

To learn about what is involved in creating a Movement start here.

Developers are welcome to start here.

Boring legal documents are waiting for you here.

Gnosis Safes

The Movement DAO Gnosis Safe address is

0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6and has the following signers:

ENS

Ξ

Twitter

dao-lawfirm.eth

0x752515a3A1091b9f1c04416

CF79D1F14d2340085

adridadou.eth

0xDe6ab16a4015c680daab580

21815D09ddB57db8E

[@bmalau](#) s

—

0xDbE76F6ae97dFD5bdd1D7

DAD8972740d18aB2b57

tankbottoms.eth

0x468f178672C86bFA02e5E1B

0413C3ccf55A37409

@tankbottoms.et *h*

—

0x550bD0F03580B9a687931af

4d837F8e45D61d410

—

0x746cf650d4E5431474E8D4E

2d5B6Bbe53772b498

fredymontero.eth

0x67A5A5136ba1725359bfdf20

4Cbbb1c809Cc5490

@_fredymontero

The dao-lawfirm.eth is acting as the initial Service Provider for the DAO.

Movement DAO Pre-Movement Contribution Gnosis Safe address is

0x46D65c64E883f70371A6fcAcB124FB5dd68c9918 with the same above signers.

Movement DAO Movement, Actions Fee Gnosis Safe address is

$MOVE Governance tokens

The Movement DAO is governed by its staked token holders. **$MOVE** tokens represent the power to influence change to governance, economics, and incentives in the Movement DAO.

Benefits to **$MOVE** token holders include voting on matters relating to:

Individual $Movement tokens

Movement token holders are responsible for voting on the leadership of their movements, along with determining economic design and governance aspects of the movements. $(Movement) tokens have their own unique ticker symbols ($ABC, for example). Most importantly, the movement token holder communities collaborate and vote on which leaders to elect. These leaders choose the actions they wish to fund.

Benefits to **$(Movement)** token holders

Token Distribution

$MOVE tokens and $(Movement) tokens are distributed via a bonding curve, a systematic formula that determines the price at which each incremental token is minted based on total supply. Details of this mechanism are explained here and here, and here.

After the initial $MOVE Distribution via contributions to the endowment and via a community Merkle distributor airdrop, the community will manage the remaining treasury through Snapshot.

A break down of the token distribution and allocation can be found here.

Movement DAO Endowment

A number of platforms exist which enabled communities to raise funds, notably, Juicebox. Movement DAO includes an endowment which it will use the DeFi earned Yield to fund additional tooling for funded projects to deploy liquidity pools (LPs), and navigate more complex blockchain applications and tooling.

The Movement DAO's initial endowment is at the Gnosis Safe

0x46D65c64E883f70371A6fcAcB124FB5dd68c9918 is intended to be the catalyst for additional endowment contributions and individuals interesting in forming their own DAOs around a movement subject.

Each of the Gnosis Safe contributors during the Seeding period are provided the $MOVE token.

Movement DAO Endowment Funding comes from:

Gnosis Safe ETH (Ξ) or DAI contributions between February 2nd, 2022 2:22:22 and May, 2022 (exact date TBD).

Movement submission tributes to Movement DAO.

Tributes associated with any vesting or staking mechanics decided by the community.

Ongoing Endowment Growth comes from:

Endowment and Treasury management with a DeFi protocol.

Liquidity Pools for $MOVE and ETH Ξ, or DAI.

Successfully funded $(Movements).

Providing liquidity in liquidity pools for $MOVE, and $(Movement).

Proceeds of endowment earnings are deployed by the community.

Communities

Movement DAO envisions a world where decentralized communities organize & operate with the efficiency of a startup.

How DAOs organize on Movement DAO

Movements include a few key features to help their communities organize.

Leaders

All movements have discrete leadership positions, define election cycles, define compensation, and then elect those leaders. Movement leaders choose which motions are funded. The first leaders for a movement can either be *hardcoded*, or voted on by the community. Movement leaders are a dynamic feature that can enable many different types of communities to effectively organize.

Actions

All movements include Actions. Actions are a request for capital submitted by an individual, to a movement.

This request describes the use of funds, milestones to release capital, official roles, and an ability for the submitter to verify their public identity through twitter integration.

Milestones enable a trustless system for deploying capital in stages for a large project.

Actions are submitted as a Motion. After a Motion has been approved it becomes a live Action.

Motions can include:

Access to a service provider who can convert crypto into USD

Discrete roles with their own descriptions, salaries, and durations

[Complex voting mechanisms, such as](#) [conviction voting,](#) [quadratic voting,](#) [delegate voting,](#) [whitelist](#) [voting, and others.](#)

Bill Nye Motion Example

Assume Bill Nye the science guy wanted money to organize free science lessons for the community in Washington Square Park. He could submit an Action which describes multiple key milestones, such as getting started, securing a city permit, paying volunteers, purchasing supplies and finally giving the community lessons.

Now assume Bill Nye needs $10,000 to fully complete his Action. And he gets $2,000 upon successful completion of each milestone. Because Bill Nye is only compensated on a milestone basis, if the city were to deny his permit, the movement would have only paid Bill Nye $2,000, instead of the total $10,000. These milestones help to create a trustless system for deploying capital.

Milestone completion is verified and voted on by the community.

Actions also feature identity verification to reduce fraud. For example, when Bill Nye submits his Action he can prove that he is in fact the real Bill Nye, instead of the nefarious Nill Bye. He proves his identity by linking his twitter account to the movement.

All Actions have a 24 hour veto period before funds are moved. If the community suspects fraud they can flag the Action. Select community members possess veto power over all funds that exit Movement DAO. This process adds an extra layer of security for the Movement DAO community.

Future Innovation

Movement DAO is built with a modular architecture and is designed to benefit from future innovations to enable community collaboration. For example:

Movements can use "Gelato" (in development by Open Law) to enable gasless voting.

Interface improvements. The best interface for a DAO is a challenging problem that will require continuous innovation.

Actions can be infinitely deployed. For example, assume a movement wants to create a $1,000 reward for every 1,000 trees that someone plants. It can create this actions once and anyone can claim the reward forever.

Roles

"How can I get involved?"

As a movement leader - Submit a proposal for a new movement or get involved in a new movement community. Movement leaders are often those who are proposing new movements, however communities may find more influential leaders that can grow their communities better over time. Additionally, leaders can choose to have delegates who they allocate a portion of their rewards to increase the scope of the network and its influence.

As a developer - Join our Discord and stay active within the Developer channel. We encourage a collaborative developer community to help make the platform the best it can be.

As a community organizer - Decentralized communities require community members that take on leadership roles to help organize and mobilize their respective communities to take action and work together. Communities will naturally identify skillful leaders and create incentives to keep them engaged in these important roles.

Movement DAO Membership

In addition to participating in the community to brainstorm, weed out, and distill the very best $(Movements), $MOVE members are responsible for proposing and voting on the following:

How the endowment, long term, and short term funds are allocated,

Scoping out and executing upon the mission and vision of the DAO,

Engage and foster community in both as a steward of the endowment but in the tooling in which the DAO invests its time and energy to enable its members.

Movement DAO membership is required by the communities which use its platform to create $Movements, is given to individuals who are stewarding it mission and goals, and is available to people who choose to help fund its treasury directly during the initial endowment seed or by acquiring its token on the secondary market.

What is a Movement?

Movements are fundamentally communities with a common purpose or goal formed with capital in order to take actions. The benefit of forming such a community in Movement DAO is to take advantage of the economies of scale and the intrinsic benefit of the financial tooling and capital enabled by its endowment.

While some community coordination may occur prior to the submission of a movement on Movement DAO, we believe [Discord](#) and other social media outlets may play significant part in the collaboration between parties to arrive at a consensus to the appropriate initialization parameters. To that end, Movement DAO intends to facilitate environments fertile for engagement.

What is an Action?

A community project with predefined funding requirements.

Actions are the mechanisms for how movements fund & monitor real world projects. Learn more about initiatives in the communities section.

How are Movements created?

Submit a movement on move.xyz.

Seed the first 500 DAI (this tribute is non-refundable).

Rally community & raise 50,000 DAI.

How does Movement governance work?

The community token holders and movement leaders govern the project. Because Movement DAO holds a large number of tokens, the Movement DAO collective is able to vote on individual movement initiative.

Movement DAO also has veto powers on any movements or initiatives that break the community guidelines.

Capital

Movement DAO seeks to equip movements with the best in DeFi by enabling them to benefit from a fully featured token built into their DAO.

How movements raise capital on Movement DAO

Movements are automatically created with a DeFi token ready to be listed on major DEX exchanges. This token includes key features to assist stable growth.

Endowment Basics

The purpose of the endowment is to earn via various DeFi protocols in order to produce a yield for the DAO which will be used for further blockchain development of tooling for its communities. The following are a few strategies which will be researched and employed with this goal

Movement endowments generate ongoing revenue through:

Yield farming using the operations budget and the endowment

Deploying liquidity pools to earn fees

Deploying liquidity pools between $MOVE and $(Movement)s with various strategies to earn fees

$(Movement) Tributes, application submissions, and other Tribute based governance

Tribute's related to $MOVE transaction (selling or buying, during or prior to a vesting schedule)

DeFi protocols beyond Yearn, Curve, Convex which may employ esoteric strategies

The $MOVE endowment holds ~50% of tokens in all $(Movement)s

Profits from any revenue generating initiatives such as purchasing, fractionalizing and creating derivative NFT project

Backed Endowments

Backing an endowment allows movements to support their token price. Because token holders can always sell back to the contract for their pro-rata share of the endowment an implicit price floor is created.

How it Works

Assume a movement has 1 million tokens and 10 million DAI in its endowment. Because this DAI is locked it implicitly backs each token at 10 DAI. More importantly, the endowment model sets up the infrastructure for explicitly backed tokens, a feature in the DAO roadmap.

Explicitly backed tokens can be sold back to the movement contract for their backed price. For example, assume a movement has 1 million tokens, 10 million DAI in its endowment, and 1 million DAI in its budget. A token could be sold back to the movement contract for 11 DAI. The movement will then burn this token.

Backed endowments enable:

Democratized access to DAO creation.

Today, communities have few tools to guarantee that a new DAO is legitimate. This lack of trust has an unintended side effect. Major established players ([groups](#) we do love & respect) in the DAO community have an unfair advantage. Trustless financing through an endowment enables anyone to create a movement while protecting their community's contributions.

Dead or unsuccessful movements to be equitably unwound.

If a movement raises money for an unsuccessful cause (Ken Griffin) and spends little to no money, community members have confidence that they can redeem their tokens.

Reduced fraud.

Endowments minimize the capital that a bad actors could remove from a community at one time.

Customized Funding Mechanisms

The movement budget is funded through custom funding mechanisms. These funding mechanisms are defined by the movement and can include entry tributes, exit tributes, endowment deflation and vesting penalties.

Customized funding mechanisms enables communities with diverse goals to effectively raise capital.

Future Innovation

Movement funding mechanisms are fully modular and the project is still in its early stages. Movement DAO was designed for the community to build on further features. These can include:

Customized and complex bonding curve shapes. These choices will enable movements to further align their financing with their values.

Implementing direct token backing. As discussed above, direct token backing helps to democratize DAOs.

Exploring the cutting edge in DeFi and giving movements the option to implement similar contracts.

Sophisticated price discovery for LPs.

Enabling movements the option to add continuous funding.

Enable an individual to seed a movement with ERC-20 tokens.

CAREFULLY BEFORE ACCESSING THE WEBSITE LOCATED AT HTTPS://move.xyz (THE

"WEBSITE") OR THE *Movement DAO* (DEFINED BELOW) OR PURCHASING TOKENS. THE

LAW OFFICE OF REED YURCHAK (THE "COMPANY") WILL ACT AS THE SERVICE

PROVIDER FOR THE *Movement DAO*. YOU ACKNOWLEDGE THAT THERE ARE CERTAIN

RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN AND

AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN ADDITION,

NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN.

Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Company will be available to assist the Purchaser of Tokens during the Token Sale, the Company will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Company or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:-

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use with the Movement Platform or as otherwise expressly referred to in these Terms.

A purchase of Tokens is non-refundable and cannot be cancelled.

A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid.

The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.

The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.

Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid. In an effort to be completely transparent the tokens are priced on a bonding curve which is a function of the number of tokens voted by the community at any point in time and the token price is not due to any action by the DAO or any member of the community.

These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

Right to review information of the Movement DAO

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF

ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT

IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY

SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY

APPLICABLE LAW, EACH OF THE COMPANY AND MOVEMENT FOUNDATION

(COLLECTIVELY, THE "ASSOCIATED PARTIES" AND EACH AN "ASSOCIATED PARTY")

EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY

FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR

OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT

NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR

DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE

OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Purchaser agrees to buy, and DAO agrees to sell, Tokens in accordance with the following terms: Acceptance of Confidential Offering Memorandum, Whitepaper and Terms

Compound Giving

Movement DAO manages a platform wide endowment which generates continuous revenue. This revenue creates sustainable movementing funding.

How the Movement DAO endowment works

Movement DAO tokens holders are responsible for effectively deploying revenue generated from the endowment. They can deploy this revenue into any of the following:

Compensating community members

Funding platform development

Purchasing movement tokens to be held in the Movement DAO endowment

Funding movement budget's directly

Funding movement endowments directly

Funding movement actions directly

Re-investing directly into the Movement DAO endowment

Funding giveaways to grow the platform

Movement DAO token holders also govern how the endowment manages its assets. These decisions include:

What tokens, and in what proportions, the endowment should hold

How tokens should be priced (Movement DAO controls a large amount of the liquidity and therefore controls the LP)

How to set an optimal platform tribute amount for movements and actions (submitting movements and actions require a platform tribute)

Movement DAO is fully managed by its token holders.

How does an endowment work logistically?

Movement DAO has a pool of capital called an endowment. Money in the endowment cannot be spent. The endowment's yield funds the platform.

The endowment capital also backs the tokens. Token holds will be able to sell their tokens back to the endowment for a pro-rata share of the entire endowment.

The endowment use an [Unagii vault](#) to yield farm assets.

Community Seeding

The Movement DAO Community Seeding phase are funds which are transferred to the Gnosis Safe between **February 2, 2022 2:22pm** and **May, 2022 (exact date TBD)**

After the contribution period, contribution snapshots will be sent to the announcement channel of Discord, for the community to verify contributions

A contribution snapshot will be used to compute via a linear bonding curve the number of tokens to be issued.

What are the underlying assets in the endowment?

Movement DAO's initial endowment holds $MOVE, $DAI and some $ETH. When movements are created Movement DAO will hold movement tokens in its endowment. It will use these tokens to provide liquidity.

Movement DAO's endowment will earn LP fees.

The community retains the voting power to re-allocate capital.

How does the endowment earn money?

Yield farming the budget pool

Yield farming assets in the endowment

Owning a half of all movement tokens, for each movement (these tokens are used to provide liquidity for token holders) (the endowment will grow proportionally to the ecosystem)

Network tributes when submitting movements

Tribute when selling vested tokens early

LP fees for providing liquidity on movement tokens

Profits from any revenue generating initiatives

Token Release

How it works

The following is the current plan for the token distribution of $MOVE.

Phase 1. The Seeder's Endowment Contribution

The Movement DAO's Seed will occur **February 2, 2022, 2:20am**, and will total **Ξ n and n DAI**.

Phase 2. Community Seeding of the Endowment

The Community public seeding period opens on **February 2, 2022, 2:22pm.** Contributions to the Gnosis Safe will be recorded via Github repository Bonding-Curve-Snapshot.

May, 2022 (exact date TBD) - Snapshot of the Gnosis Safe contributions

Phase 3. Airdrop to the Community

The Movement DAO team values the cryptocurrency community at large, specific individuals who have contributed to DAO governance, and teams who have worked tirelessly to benefit the community and who's work we have forked, extended, and learned from. Additionally, the DAO sought to be as inclusive as possible and invite as many potential community members into our Discord to contribute to a movement or start one for themselves. The following communities reflect our appreciation.

How are my total tokens calculated?

Tokens will be priced in accordance with a linear bonding curve.

It is possible that presale tokens will be subject to partial vesting in order to discourage pump and dump activity. Any vesting will be transparent and voted on by the community in discord beforehand.

How do I receive my purchased tokens?

Go to our claim page

Just hookup your wallet, pay gas, and press claim!

When do I receive my tokens?

May, 2022 (exact date TBD)

How do I know the token launch is fair?

The community will have 72 hours to audit the token airdrop list before it is released.

Learn more.

Token Allocation

Tokens plan to be distributed as follows:

Movement DAO controls the treasury and LP pool tokens.

The 10% of tokens dedicated to staking rewards will serve as the rewards for the first ~30 days. After this time the community will vote on how many new tokens to mint to continue rewards.

Rationale

The above is subject to change depending on the final contribution amount to the Gnosis Safe.

The final method and token computation will be shared within the [Movement DAO's Discord.](#)

The Seeder's endowment is intended to kickstart the Movement DAO. After the Community Seeding phase completes, the Gnosis Safe contributions will be computed on a linear bonding curve in order to compute the token allocation. The tokens computed will determine the total additional tokens in each of the above allocations to be minted.

Movement DAO

⚓ **Governance Voting**

Snapshot Voting

Proposal format

The following is a high-level outline of what Movement governance will entail.

Standard Governance Process

Proposal should be comprehensive, specific, and easily readable. Proposals should be as brief as possible while being clear.

The following are the components which are expected to make up a proposal **Summary.** A short summary of your proposal.

Abstract. A paragraph summary. It should convey the gist of the proposal without any further reading. It should be human readable version of the specification section.

Motivation. State clearly why the proposal exists.

Risks. Implications relevant to the proposed change, relevant information includes change in any financial balances, security implications, harm to any party or property.

Specification. The rationale which fleshes out the specification by describing what motivated the design and why this particular design decisions were made. Alternate approaches, and other relevant facts to the implementation should be included here. If any consensus occurred within the community, reference to such would be appropriate. Any objections or opposition to the proposal would also be relevant to state.

Timeframe. Should include a start and end date for all actions within the proposal.

Copyright Disclaimer. All proposals must be in the public domain, and not include any profanity, or overly explicit descriptions of nudity.

$sMOVE tokens in a Snapshot strategy

The $MOVE tokens must be staked in order to receive $sMOVE, however, you may choose to use either in your $Movement or DAO.

Choose "contract-call"

Insert this

Additional information about Snapshot and custom strategies maybe found here.

Aping in

Bored Ape Yacht Club No. 1420 aka "420"

The BAYC-1420 award

Movement DAO's commitment to growing our community starts with paying homage to the BAYC community. Therefore, the DAO acquired No. 1420 and the DAO will announce the terms of the Aping-in-to-

Movement terms where one Movement will own this Ape. Meanwhile, the DAO has created the Movement

BAYC-1420 derivative collection Examples from the MAPE-1420 collection

The MAPE-1420 derivative collection

The Movement *Bored* Ape *Yacht Club No*. 1420 derivative, or MAPE-1420, community badges are a generative collection of which 4444 MAPES exist. The MAPE-1420, which were designed solely to award contributors to the Movement DAO. Individual selection is based on past and present active contributions to DAO governance, proposals, and voting and whose social media has been used to further DAOs in any form. The airdrop isn't simply rewarding these individuals for their past contributions but also their guidance and involvement going forward. *Additional details will be released concurrent with the MAPE-1420 NFT airdrop*.

Ongoing community contribution assessment, Coordinape

The founders strongly believe in directly rewarding the community members who make Movement DAO possible. To this end, Movement DAO will be onboarding community members to Coordinape in an effort to reward community contributors. Details on which token, circle composition, and epoch schedule to be forthcoming.

Coordinape

During the bootstrap phase of Movement DAO it maybe difficult to find a rhythm in contributing to the DAO, however a few guidelines may help when it comes to your path to compensation. The previous section outlined different roles with in the community which are available.

To start collaborating, setting up a common workspace for tasks, documents, how-to, and an index of movements and parameters contemplated by the community is as good of a start as any. The following Movement DAO Notion has been set up for this purpose

Alternatively, reaching out to a Discord moderator to including you in a Coordinape circle preferably on a topic you feel you can contribute.

Security Precautions

How has the DAO ensured its smart contracts are secure?

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension smart contracts.

Financial transactions are handled after any votes by an IRL law firm acting as a service provider.

DAO founders may elect to operate with a Vetoer role which may veto any pending proposal.

A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

Smart Contract Audit

Auditors

Github user @t4sk is currently reviewing the existing repository and contracts and is providing the development team with a recommendations report. This work is specifically targeted at the adapters and extensions as they relate to the **Unagi Vault, Sushi and UniSwap liquidity deployments and the bonding curve contracts**. Additionally, OpenLaw (also referred to as Tribute Labs and author of the Tribute DAO Framework) are currently engaged with SigmaPrime to audit their contracts. We are closely monitoring the recommendations and updates from this audit and will merge updates as they are reported.

We have contacted SigmaPrime and notified them of our intent to hire them to do the formal audit when we are feature complete. They asked that we do not use their name on our materials until we have signed an agreement with them. We have set aside a budget to bill against when we are closer to feature complete.

Scope

Movement DAO's core premise is to enable a community by seeding it with Ethereum/DAI to create any Movement and Actions they deem worthwhile, entrusting the collective wisdom of the community and their appointed leaders to accomplish that which has remained generally opaque to the individual - charity organizations as they operate today. Movement DAO's core is a collection of smart contracts which govern managing a pool of assets on behalf of Movement and its sub-movements, the Endowment bank. Given each Movement has its own property and funds which are managed by Movement, and adapters and extensions which govern how the funds are collected, distributed, and managed are all areas which require extensive design, analysis, and audit before it is deployed on Ethereum Mainnet.

Unagii Vaults

Vault Security

The security of Unagii Vaults is of utmost important to us. We make considerable efforts in ensuring that Unagii Vaults are deployed with best practices and risk mitigations in mind.

Movements

Movement Glossary

Complete Movement Glossary

Title

Your movement name.

string. under 50 characters.

Mission

A short description for your movement. *string. under 280 characters.*

Token Symbol

A ticker symbol, like $BLM, $BTC, $MOVE, etc. *string. under 6 characters.*

Governance Cycle

Days required to vote on initiatives. *number.*

Movement Icon

An icon associated with your movement. This icon will be used for your token and appear on DEX next to your token. *image. 600px x 600px.*

Movement Color

Customize the look and feel of your movement with a movement color. The movement color is often overlayed against your movement image. *hex color.*

Movement Image

An image to showcase your movement. For best results, the movement image should be monochromatic and the same color as your movement color. *image. 1920px x 1080px.*

Movement Leaders

Enable individuals to lead your movement. These individuals can have increased voting rights, compensation, and are elected by the community. Learn more here.

Role Name

Name of this position. *string*. *20 characters*.

Election Cycle

How often does the community vote for this role (measured in days).

number.

Compensation

What percent of the total movement tokens will this leader be rewarded per election cycle. *percent*. *cannot exceed 50%*.

Nominated Leader

Movements can optionally appoint someone to a leadership position for their first election cycle. They will be up for election at the end of their election cycle.

twitter handle.

Description

Describe your movement in markdown. This description is your only opportunity to "pitch" your movement.

Why do you exist?

Why should community members care?

What projects will you fund?

Include photos and videos to add color to your description. *string*.

Endowment Goal

The endowment funding requirements for your movement to exist. Learn more about the endowment here. *number.*

Budget Goal

The budget funding requirements for your movement to exist. Learn more about how budgets work here. *number*.

Token Giveaways

Communities can elect for certain public people or eth addresses to receive tokens in the event of a successful movement. *twitter or ETH address*. *And number.*

Entry Tribute

Fixed amount of every token purchase that funds the budget. A high entry tribute creates less price stability, but will provide more immediate funding. *percent*.

Exit Tribute

Fixed amount of every token sale that funds the budget. A high exit tribute dissuades pump and dump, but could also ward off potential community members. *percent*.

Annualized Deflation

A percent of the endowment automatically converted into a spendable budget. *Currently in beta*.

Vesting Period

A predefined time period where token holders cannot access their entire purchased tokens. Vesting reduces vote fraud and pump and dump schemes. Movement DAO recommends vesting periods for most use cases.

Currently in beta.

Vesting Penalty

The penalty for selling vested tokens early. The vesting penalty decreases linearly from the specified penalty amount to zero over the course of the vesting period. *Currently in beta*.

Movement DAO Tribute

Newly submitted movements have a tribute to movement DAO. This tribute helps to prevent spam movements and further support the movement DAO ecosystem.

Actions Glossary

Name

Name of your initiative.

Image

Background image for your initiative.

Description

Clearly describe your initiative.

Milestones

How much funding do you need and when should you receive that money.

Milestone Title

Title for milestone.

Date

When your milestone needs to be completed. The community will verify your milestone against this date. If you miss this date it will be up to the community to award all, some, or none of the milestone funding.

Funding

How much do you receive for successfully completing your milestone.

Description

Describe your milestone in detail.

What will you accomplish?

How will the community verify? Will you post a photo of your work on twitter? Write an initial whitepaper?

Etc.

Roles

Create a team for your motion

Role Name

Name your role.

Role Duration

How long will this role exist? The full duration of your motion? Only part of it? **Role Description**

Describe in detail what is expected from this role. What are their responsibilities? **Gross Token Salary**

Total amount that this individual will earn in tokens, transferred bi-weekly. **Gross DAI Salary**

Total amount of DAI that this individual will earn, transferred bi-weekly.

Nominated Role

Add the individual in this role by their twitter handle or eth address.

About You Paragraph

Why are you well prepared to accomplish this project.

Twitter Handle

Verify your identity.

ETH Address

If your funds will be dispersed via ETH, enter that address here. Without an ETH address the service provider will fund your project directly.

How to join a movement

Purchase tokens for that movement.

[Join movement discord.](#)

Tokens

✅ **Get Tokens**

$MOVE tokens are now available for pre-sale.

Token allocation

The token allocations are computed on a bonding curve and will be snapshotted from the Gnosis multisignature daily after May, 2022 (exact date TBD) and published in Discord. After which the Merkle root will be computed for the Merkle distributor claim.

How does the token launch work?

Tokens are released for pre-sale

Tokens will be available for pre-sale until May, 2022 (exact date TBD).

Tokens purchased during this time period will be priced on a linear [bonding curve.](#)

A final token giveaway list will be released in May for the community to review. Learn why.

Pre-sale tokens can be claimed starting in May.

Pre-sale tokens never expire. They can always be claimed.

After token claiming starts, tokens will only be available for swapping on major exchanges.

Movement DAO will ensure that there is sufficient liquidity for tokens.

How do I get tokens?

First, make sure you have an Ethereum wallet setup. Two popular options are [Rainbow](#) and [Metamask.](#)

Second, get those tokens.

Navigate to the token pre-sale page.

Select your base currency. You can purchase $MOVE in ETH or DAI.

Connect your wallet.

Approve transaction in wallet.

Party

How do I send tokens from a centralized exchange (ie. Coinbase, Gemini, etc.)

Major exchanges (such as Coinbase & Gemini) do not support wallet connect and therefore cannot be used to purchase presale tokens.

These users face two options:

Option 1

1

[Setup an Ethereum wallet](#)

[Transfer tokens to the wallet](#)

[Then simply use your new wallet](#)

You can use any [compatible Ethereum wallet.](#)

Or

Send tokens from your Coinbase account to [movedao.eth](#)

Share a screenshot of your transaction in discord

Specify the ERC-20 compatible wallet address you'd like to receive tokens

We do not recommend this method as it will add extra work for our community, and is prone to error. We recommend setting up a proper Ethereum wallet.

How are my total tokens calculated?

Token prices for tokens purchased during the pre-sale are calculated at the end of the token release. Tokens will be distributed via a Merkel Airdrop. Token prices are not calculated in real time for a few reasons:

Lower gas fees. Anyone who purchases tokens in the pre-sale will pay notably lower gas fees than those who swapped.

Dynamically set pricing. Because exponential curves can quickly grow out of control it is important to calculate exact coefficients after-the-fact.

Most importantly, the community should have a voice in how the bonding curve is priced.

The target discount for the last bonding curve purchase to the listed LP price is ~20%.

How do I claim my tokens?

Go to the claim token page

Connect your wallet (for twitter connect see here)

Pay gas fees and claim token

How do I know the token launch is fair?

Movement DAO cares deeply about building healthy communities. Therefore, an ethical token release is core to our mission. Movement DAO is taking the following steps to ensure a transparent, equitable, and community oriented launch:

When transferring tokens from the bonding curve wallet into the movement vault, the community has the right to veto the destination address. Therefore, community funds cannot be moved without community approval.

A registered law firm acts as a signatory on the funds wallet. They **therefore owe a fiduciary duty to the movement and will employ their expertise to ensure that no funds are moved in violation of the movement rules and no requests for funding would be indicative of fraudulent activity.**

Tokens will not be distributed without community approval. The community will have 72 hours to review the Merkel airdrop list.

Funds raised from the movement bonding curve go into an endowment as opposed to a liquid spending pool. This endowment helps to preserve long term funding for the project.

⚲ **Community Funding**

Community, Community, Community

Overview

The founders strongly believe in directly rewarding the community members who make Movement DAO possible.

Movement DAO will choose the most impactful Movement DAO community members to receive a steady salary in tokens for supporting Movement DAO.

For the first 18 months of the project, at the end of every month, the community will vote on who had the biggest impact. Movement DAO will use Coordinape to facilitate this community giveaway.

Movement DAO has earmarked 5% of tokens for the community and will distribute over $1,000,000 in tokens over the first year directly for community contributions.

Staking

The Movement DAO is currently allocating a percentage of its treasury for staking rewards. It is currently planned that at the time of the token claim, users will have to option to stake immediately.

Only staked $MOVE holders will be able to participate in Snapshot governance.

Liquidity Pools

Shortly after the Airdrop via Merkle distributor for $MOVE and deployment of the staking contract, Movement

DAO has allocated a portion of its treasury for liquidity pools to earn fees as well as provide liquidity for the community. The exact amount, as well as which DEX to use will be decided via the DAO governance process Community

Vision

The Vision

Today, society is increasingly demanding engagement, transparency, expediency and a seat at the table when solving problems. Our vision is for Movement DAO to become the platform that humanity turns to to make the

most meaningful impact in the world.

Movement Ideas

Social Justice

Movements like Black Lives Matter have been profoundly effective at organizing large groups to promote real change. However, because BLM is exceedingly decentralized, the community had poor tools to effectively raise money. BLM can use Movement DAO to:

Organize the community with leaders.

Raise money in a way that financially aligns supporters.

Transparently spend money through initiatives.

The 2017 Women's March faced similar challenges. With Movement DAO however, future movements could use an endowment model to transform a tidal wave of excitement over a short perif time into long lasting & sustained funding.

The next wave of social justice movements should organize & raise capital on Movement DAO.

Public Arts

The public arts are often neglected by local governments. When projects are created, they are bogged down by bureaucracy and often highly political. Rarely do they represent the whims of the people.

Movement DAO enables a small & passionate community to create truly eye catching public art.

Imagine a DAO funded dog park (DOAG park) on the water in South Beach. This dog park could feature a 20ft tall DOGE head and be prominently featured with the DAO's token symbol (hopefully $DOAG).

Movement DAO is well equipped to promote public arts.

Prison Reform

Projects like Free Ross DAO serve as an inspiration for the impact that DAOs can have. Future movements that fight for prison reform can use the tools on Movement DAO to take their communities further.

Controversial Research

Today the process to receive grants for research at top academic institutions is highly politicized & bureaucratic. Often good ideas are left unfunded if they attack the status quo. A movement to democratize independent research could push science forward. Leaders

Union Movement

Union workers organize to support a common goal and often pay dues to support their efforts. However, unions are can be plauged with corruption and don't always represent the will of their members.

Unions could organize as a movement, with due's being paid to the movement itself.

Union members can elect leaders and have transparency into how all money is spent.

Environmental Cleanup (Save Sea Turtles)

Everyone loves sea turtles. And everyone hates plastic. Start a movement to save our environment!

Mission

Society already has the collective compassion, knowledge and resources to solve the world's problems. The missing piece is a technology to bring it all together. Movement DAO uses proven applications of blockchain to align economic incentives within communities and empower them to solve problems as a collective.

Movement DAO's mission is to change the world for the better and become the launchpad for the world's most impactful movements!

Movement DAO enables communities to run programmable and community funded treasuries by providing tooling and a seeded endowment.

◗ ** Building** **Community**

Values

We are stewards. We respect with humility the opportunity to help build on the open internet together, and are dedicated to using our capabilities for good.

We are self-starters. The decision to make the world a better place doesn't start with expecting someone else to solve a problem. We have to prioritize this for ourselves and enable those around us.

We are focused. We have been entrusted with a large sum of capital by our community. We must be focused on how to efficiently and effectively use these resources to drive towards our goals. This means balancing short term benefits to our community with longer term impact to the global community

We are builders. The company we keep are individuals who prioritize building, and do so with pride. We build with humility and to make the world a better place.

We are honest. With each other and most of all, to ourselves. We share ideas, feelings, concerns and exchange everything in between openly and respectfully to each other.

Movement DAO Community

Movement DAO is designed for expression, empowerment, and engagement. We are keenly focused on empowering communities and encouraging them to consider this powerful new way of solving problems. The Movement DAO creators share the passion and compassion of each of its movement communities and have built an environment dedicated to their collaboration and harmonizing around movements.

Leadership

Movement Leaders provide an opportunity for movements to increase momentum. Leaders are compensated by movements on a regular basis for promoting the movement to the world. Movement communities will elect these leaders (who are likely individuals with large social followings already) upon the minting of new movements. Leaders are compensated in Movement Tokens that are unlocked if they adequately fulfill the community's goals. Leader's responsibilities can include promoting their movements, engaging communities, and fostering a collaborative ethos. Initiatives – Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is

distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones. Funding Initiatives - Each movement is its own DAO that accumulates reserves over time to fund initiatives. . Reserves are funded by a variety of "tribute" (activity based contribution) mechanisms specified by their communities. These can include: Transaction tributes associated with the minting and burning of movement tokens Tributes from selling vested tokens early Direct tributes to initiatives through staking (with boosted voting rights)

Movements are designed to become sustainable communities with continuous funding. However, movements cannot sustain without leadership, coordination and engagement. Below are some key considerations for how communities remain healthy and impactful.

TOKEN GIVEAWAYS

Movement DAO & its Movements can use giveaways to strategically bring new people into their ecosystem. A giveaway has three key phases: The community selects a strategic person who should be financially aligned with the movement. They identify this person via their Twitter account. They decide how many coins to give this person. The individual can then claim up to half their coins. In order to claim tokens they need to nominate via twitter two or more people. The other half of their coins are then distributed to whoever they nominated. A flywheel persists of people claiming coins and nominating other people until the gas fees to claim coins are higher than the value of the coins. After a set amount of time unclaimed coins will go back to the endowment. Communities can also decide to lock their coins or vest their coins in giveaways. Locked coins can't be sold for a set amount of time Vested coins incur a tribute on early sale

Charities

Movement DAO works in harmony with charitable organizations in a variety of ways.

Charities launching movements - Charities may decide to launch their own movements to raise money and procure help in this new and exciting way! Charities can be the recipient of funds through this platform and can offer tokens or NFTs to its community as a reward. Instead of offering t-shirts and prizes like many non-profits do, they can now offer a reward system to incentivize recurring donations from their community (similar to airline miles).

Charities as direct investors – Organizations such as Foundations and Endowments can elect a portion of their investment portfolios to directly invest in Movement Tokens. Instead of their investment portfolios having passive allocations to ESG stocks, they become active voting members of the community.

Charities as beneficiaries – Charities that join Movement communities can earn token awards from Movement Evangelists by offering their time and expertise in Movement communities

☮ Community Pledge

At Movement DAO, our collective success relies on our ability to work together in harmony. We ask that all community members adhere to our eightfold pledge for building and maintaining communities in the right way.

Right view – Right view means that community members are aligned in their values and goals for global impact. Each community will become the product of our collective spirit, optimism and hard work in developing sustainable communities for positive impact.

Right intention – This platform is designed for real world impact. While other blockchain projects are designed for boosting economic status, we are here to turn this economic potential into changing the world. While the

potential for comping EARNING is substantial, community members should consider this platform as a means to compound GIVING.

Right speech – Unlike social media platforms that are plagued with divisiveness and inflammatory discourse, this platform is designed for people to mobilize, collaborate and make impact together. We have no time to waste with distractions like divisive speech, abuse, or unrelated chatter.

Right action – Community members should be fully aligned with their intentions in both the physical world and the digital world. Community members should not use this platform to influence or manipulate the real world in a malignant way. Everyone should feel safe to express their opinions and contributions free from any malicious reaction. The community should engage in non-violent communication and conflict resolution. The community must build and maintain a level of trust by quickly highlighting any instances of fraudulent or malicious activity.

Right livelihood – It is possible for community members to grow their earn and make impact. There are several other platforms for those seeking lambos. We ask that community members don't let their earning potential detract from their giving potential.

Right effort – Each community member has a duty to prevent, mitigate, and resolve conflict on the platform.

Right mindfulness – Mindfulness means that community members are consciously aware of their own biases, preconceptions, and judgements. These tendencies can become blockages of new information and can lead to further misunderstanding and miscommunication. Community members should listen to others completely and practice mindful non-violent communication.

Right concentration – Community members should dedicate time to tasks within their communities instead of trying to multi-task. Problem solving is a dedicated effort and the communities need your focused wisdom and effort.

Developers

DevCommunity

Development of the Movement DAO has occurred primarily following fronts

Feature specific smart contract and Typescript stand-alone cli application

Implemented as part of the [Tribute Labs DAO Framework](#)

The system requirements spanning on-boarding a community with tokens, an interface for governance, and the range of adapters contemplated for communities is expansive. Complicating matters is the constant evolution of tooling and deployment options. Nonetheless, our goal is to enable individuals and communities with the best tools to bootstrap their treasury and follow through until they have a token with liquidity.

To that end we have partnered when possible with existing Open Source teams and contributed code to extend the development experience.

Movement DAO is actively looking to work with talented web3 developers who are excited to revolutionize how communities manage their treasuries!

All developer coordination happens on our [Discord](#) – we recommend connecting directly with the community driven development team there.

[Join our discord](#) to get started!

Audits

The Movement DAO smart contracts have been reviewed by Tasuku Nakamura, the blockchain engineer behind [Unagii Vault](#).

Github

What Github Repositories does Movement DAO use?

The Movement DAO benefited from the thousands of hours of open source work from a number of communities. To that end, the team reviewed a number of existing successful Open Source projects in order to extend the features which were important in furthering the community endowment model.

Forking

"Forking is the highest form of flattery," said @tankbottoms.

[Juicebox,](#) has the most thoughtful community defined programmable funded treasury which is enjoying success with the [Shark DAO](#) and [Constitution DAO](#) from the funding to raw awareness. Relatively short amount of time since launch, JBX-Protocol has a significant treasury and tremendous success with the community. But we think it could do more.

Additionally, the [Tribute Labs](#) team behind [Tribute DAO Framework,](#) formerly Open Law *"have deployed nearly ten DAOs (with one or two coming every month) together have over $150m and have supported over 150 projects"*. [Source.](#) We saw TributeLab's DAO Framework as game changing and sought to expand the universe of adapters and extensions on their platform.

Movement DAO cares deeply in making our UX an engaging and intuitive. Combining each of the above mechanics, protocols in an easy to convey manner is hard. We think hard means it's worth working towards.

Movement DAO added a number of adapters and extensions relating to the management of movements and the treasuries the communities funded. The following [Movement DAO Github Organization](#) is where we invite capable developer contributors to seek us out, or in the [Discord developer channels.](#)

[Movement DAO](#)

[JuiceBox](#)

[OpenLaw Tribute Contracts](#)

[OpenLaw Snapshot Hub](#)

[Twitter OAuth](#)

[Unagii-Vault-v2](#)

[Uniswap's Sybil-list,](#) [Sybil-interface](#)

Solution

We think the solution is not a developer focused application or SDK, but reduces the barrier to entry.

Smart Contracts

What smart contracts have been deployed to date?

Mainnet, we are not yet active within this framework for a number of reasons including waiting for the conclusion of the current Tribute-contracts security audit.

Below you will find each of the contract addresses under their respective network. The contracts were also verified on Etherscan. A log of the deployment and the verification is also provided.

Rinkeby

The following DAO contract addresses are provided for development and test interaction purposes. Active development is currently underway to widen the types of token voting and staking economics we would like to support. Deployment and verification log.

```
Removed smart contract deployment references
```

Security

How has the DAO ensured its smart contracts are secure?

Movement DAO is new technology, and no amount of testing or security audits completely eliminate risks. Please don't supply assets you can't afford to lose.

TLDR, at launch we are employing a Gnosis Multi-signature Safe to manage the DAO funds, Community Discord to coordinate discussions, and Snapshot, after the token distribution, for voting until the OpenLaw Tribute audit is complete.

Slow Start

Until Movement DAO is able to operate with confidence for some time, the following safe guards were put into place until the community deems them unnecessary. The safe guards are encoded into the adapters and extension smart contracts.

Financial transactions are handled after any votes by a IRL law firm acting as a service provider.

DAO founders may elect to operate with a Vetoer role which may veto any pending proposal. See below warning.

A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

Vetoer

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A number of Movement DAO's Gnosis Safe signers are publicly known individuals.

The Service Provider and its `dao-lawfirm.eth` address is the initial appointed Vetoer.

Smart Contract Audit

Auditors

Mr. T. N. or [@t4sk](#) is currently reviewing the existing repository and contracts and providing the development team with a recommendations report. This work is specifically targeted at the adapters and extensions as they relate to the Unagi Vault, Sushi and UniSwap liquidity deployments and the bonding curve contracts.

Also underway [OpenLaw](#) themselves have engaged [SigmaPrime](#) to audit the Tribute contracts. We have contacted SigmaPrime and notified them of our intent to hire them to do the formal audit when we are feature complete. They asked that we do not use their name on our materials until we have signed an agreement with them. We have set aside a budget to bill against when we are closer to feature complete.

Scope

Movement DAO's core premise is to enabling a community by seeding it with multiple-millions of Ethereum to create any Movement and Actions they deem worthwhile, entrusting the collective wisdom of the community and their appointed leaders to accomplish that which has remained generally opaque to the individual - charity organizations as they operate today.

Movement DAO's core is a collection of smart contracts which govern managing a pool of assets on behalf of Movement and its sub-movements, the Endowment bank. Given each Movement has its own property and funds which are managed by Movement, and adapters and extensions which govern how the funds are collected, distributed, and managed are all areas which require extensive design, analysis, and audit before it is employed on Ethereum Mainnet.

Unagii Vaults

Vault Security

The security of Unagii Vaults is of utmost important to us. We make considerable efforts in ensuring that Unagii Vaults is deployed with best practices and risk mitigations in mind.

Security Audits

All Unagii smart contracts are rigorously reviewed by top external security firms to identify and eliminate any security vulnerabilities. Unagii Vaults has been specifically been audited by [CertiK.](#)

[Certik Audit - December 2020](#)

This is a joint report of the two audit rounds conducted on the Unagii Vaults implementation by the Unagii team from Stakewith.us, focusing on the implementation itself and the new investment strategies introduced by the team that add support for a wider gamma of stablecoins including PAX, Binance USD (BUSD) and Gemini (GUSD) respectively.

[**Certik Audit - February 2021**](#)****

This is the third audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, refactored to support Wrapped Bitcoin (WBTC), Ether (ETH), and the introduction of a set of new strategies handling accrued reward tokens from strategy deposits.

[**Certik Audit - May 2021**](#)****

This is the fourth audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, with a new v3 approach to the Vaults, and introducing a set of new leveraged based strategies specifically for Compound Finance.

[Certik Audit - July 2021](#)**

This is the fifth audit conducted on the Unagii Vaults implementation codebase by the Unagii team from Stakewith.us, adding on new security features to the Vaults, and introducing a set of new strategies specifically for Convex Finance.

Source [Unagii Vaults.](#)

Bounty

Inspired by [Gitcoin](#) Movement DAO will pay a bounty for all improvements implemented by the community. Movement DAO will be announcing bounties for security related issues after deployment of *testnet* and *mainnet* contracts. Details to be forthcoming.

Movement DAO's bug bounties will be enabled after the feature complete milestone has been reached and funds are deposited into the DAO bank

Thank You's!

Standing on the shoulders of giants.

The [Movement DAO](#) team was able to leverage thousands of hours of work completed by pioneers in the Open Source community, some of which we would like to thank here. In addition to forking existing repositories each of the development teams below shared many hours with us in helping us shape our initial vision.

We thank you here, and have earmarked tokens for these teams, as a small token of (see what I did here?) appreciation. You guys rock!

[JuiceBox Protocol](#)

[OpenLaw Tribute](#)

[Unagi Vaults](#)

[Olympus DAO](#)

[Fractionalize Art](#)

[Smart Contract Programmer](#)

Learning

Security

What security precautions did Unagii Vault take, of which Movement DAO relies?

Vault Security

The security of Unagii Vaults is of utmost important to us. We make considerable efforts in ensuring that Unagii Vaults is deployed with best practices and risk mitigations in mind.

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Yield Farming

Learn How the EnDAOment makes money

Yield Farming is a DeFi earning strategy used to optimize the earning potential of blockchain-based assets.

Yield farming strategies can consist of:

Staking

Lending

Liquidity pools

Unagi Vault

Unagii connects to third-party underlying Ethereum DeFi protocols that earn users high-yields on their crypto asset deposits. The Vaults optimizes yield on incentives earned from providing liquidity to AMMs (automated market makers) and lending pools, and automating the harvesting of LP (Liquidity Provisioning) rewards on a bank of whitelisted Strategies. This allows the Vaults to perform efficiently to provide gas cost-savings on Ethereum network gas fees to users and for Unagii to offer one of the lowest fees in the market.

Currently, Unagii Vaults yield on the Compound Finance and Convex Finance (utilizing Curve Finance as the underlying pool) protocol. We will include additional strategies with other protocols in the future.

Understanding Vaults

Unagii Vaults has two category groups - Stash and Growth, where users can choose to yield and diversify their assets based on their risk appetite. The Unagii smart contract is designed to allow users to deposit and withdraw the same asset freely at any time.

The Vaults pools users' deposits and automatically invests the pooled assets into a Vault's set Strategy. It then auto-harvests liquidity rewards and sells them into the asset with the highest premium, compounding periodically.

The Vaults product was created to offer high-performing yields in the most efficient and optimized way possible as the DeFi market continues to explode. Unagii is set to serve amidst the rising complexities of yield opportunities so even retail crypto users have a trusted way to participate in DeFi without worrying about contributing time, effort, cost, and the technical knowledge to monitor and implement yield farming strategies themselves.

Stash Vaults

Stash Vaults offers users an excellent way to yield on stablecoins such as DAI, USDC and USDT, earning the highest yields on the best performing stable pools in the market.

Risks here have been abstracted down to stablecoin issuer risks, third-party protocol risks i.e. Compound Finance and Curve Finance (plus any associated platforms included in the strategy), and Unagii Vaults protocol risks.

Growth Vaults

Growth Vaults is where we offer opportunities for users to go for growth on non-stable crypto assets like ETH and WBTC. These Vaults yield on alpha strategies that come with greater risks but much higher potential returns.

How to use Vaults?

Deposits

Users can easily start earning yield by depositing their crypto assets into the Vaults. Once a user has connected their Ethereum wallet, a deposit takes 3 simple steps:

Select asset to deposit

2

Enter amount to deposit

Choose gas fee option (*slow, standard, fast*) to approve and confirm deposit (*ETH gas fee payable*)

No additional steps required to further stake any tokens to boost yields. The Vaults automates the harvesting and selling of liquidity reward tokens earned in strategy, giving users complete convenience and optimized yields.

Withdrawals

When a user decides to remove their assets from the Vaults, a withdrawal takes 3 simple steps:

Select asset to withdraw

Enter amount to withdraw

Choose gas fee option (*slow, standard, fast*) to confirm withdrawal (*ETH gas fee payable*)

Withdrawals can be done anytime. There is no lock in period, but do take note of the ETH gas fee payable relative to the size of your deposits and earnings.

Fees and Gas Cost-Savings

Unagii as a platform has one of the lowest fee model:

Deposit Fee

Withdrawal Fee

Management Fee

Performance Fee

None - 0%

None - 0%

None - 0%

10% (deducted from earnings)

Unagii reserves the right to amend the fees at any point of time. Users will be notified of any fee changes at least one month prior to changes taking effect.

Unlike Unagii, many other aggregators and DeFi robo-advisors often alienate the average retail yield seeker with high fees at every touchpoint, in addition to gas fees users have to incur (which can be an exorbitant amount during peak congestions on the Ethereum network).

Gas Fees

Gas fees are payable by the user and is required for transactions by any DeFi product on the Ethereum network. The speed or amount of Gwei used affects the price of the payable gas fee and how long a transaction will take to confirm.

Gas Cost-Savings

Unagii Vaults helps users with gas cost-savings, especially for heavy DeFi yield farmers and new users curious about liquidity mining. Unagii users will save on not needing to make costly daily transactions to stake, claim, and compound their earnings - that's at least 3 transactions saved over 3 days basis.

Yield farming directly with a DeFi protocol may require users to manually stake their pool tokens received (that represent their share of ownership in the pool) to mine for governance tokens. For some, users acquire pool tokens on one platform, then harvest on another aggregator. They can then sell off the governance tokens, participate in the DAO, or further boost rewards by locking up the asset (e.g. in the case of CRV vote locking with Curve).

Unagii Vaults helps to automate this yield farming process, providing users with convenience and much needed gas cost-savings.

StrategiesUnagii executes curated Strategies by pooling deposits and supplying liquidity for each [Stash](#) and [Growth](#) vault into the protocols. All strategies are [audited b](#)efore fund deployment.

Compound Finance

[Compound Finance](#) is the very first lending and borrowing protocol that was launched in September 2018, allowing anyone to earn interest on or borrow crypto assets without a peer. Each lending market has a dynamic borrowing interest rate, which varies as market conditions adjust.

How is yield earned on Unagii?

1.Users' deposits are pooled in the Vaults

2.In return, users receive uTokens which represent a claim on their share of deposits with any accrued yield earned over time

3.Pooled assets are auto-deposited into the Compound strategy lending markets several times a day

4.Using the deposits as collateral, the same asset is borrowed and lent out several times to lever up on the $COMP emission yields

5.$COMP earned from lending and borrowing will automatically be sold into the native Vault asset once every 3 days

Stash Vaults

V1 USDC Vault and V2 USDC Vault - Compound Leveraged strategy $USDC is a stablecoin issued by regulated financial institutions, backed by fully reserved assets, redeemable on a 1:1 basis for US dollars, and governed by [Centre,](#) a membership-based consortium that sets technical, policy and financial standards for stablecoins. The Compound Leveraged strategy lends out $USDC to Compound Finance, and borrows back $USDC at a safe LTV (loan to value) ratio. This is repeated a few times to lever up the $COMP incentives that are emitted when users lend and borrow assets on Compound Finance. The $COMP tokens are automatically harvested and sold back to $USDC to compound yields. Using the same underlying asset for both lending and borrowing removes oracle pricing risks from the strategy.

V1 DAI Vault - Compound Leveraged strategy $DAI is the native stablecoin issued from [MakerDao,](#) a decentralized protocol that allows you to mint the $DAI stablecoin using a variety of whitelisted tokens as collateral. The Compound Leveraged strategy lends out $DAI to Compound Finance, and borrows back $DAI at a safe LTV (loan to value) ratio. This is repeated a few times to lever up the $COMP incentives that are emitted when users lend and borrow assets on Compound Finance. The $COMP tokens are automatically harvested and sold back to $DAI to compound yields. Using the same underlying asset for both lending and borrowing removes oracle pricing risks from the strategy.

Curve Finance

[Curve Finance](#) is one of the earliest automated market maker (AMM), a type of decentralized exchange protocol in the market. It was launched in early January 2020.Curve operates as an exchange liquidity pool on Ethereum designed for (1) efficient stablecoin and crypto asset trading with extremely low slippage (2) low risk, supplemental fee income for liquidity providers, without an opportunity cost.

Enhancing yield with Convex Finance

Convex allows liquidity providers on Curve to earn trading fees and claim boosted $CRV without locking $CRV themselves. Liquidity providers can receive boosted $CRV and liquidity mining rewards with minimal effort.On top of earning $CRV, liquidity providers also receive liquidity mining rewards in the form of $CVX, hence boosting the yield for Unagii users.

How is yield earned on Unagii?

1.Users' deposits are pooled in the Vaults

2.In return, users receive uTokens which represent a claim on their share of deposits with any accrued yield earned over time

3.Pooled assets are auto-deposited into the Curve strategy liquidity pool several times a day

4.LP (liquidity provider) tokens are received in return and auto-staked into the Convex staking pool (or Curve staking pool for V1 vaults)

5.$CRV (and $CVX and any other incentive tokens) earned from staking will automatically be sold into the highest premium asset once every 3 days

Stash Vaults

V1 USDT Vault - Curve USDP Metapool strategy $USDP is the native stablecoin issued from Unit protocol, a decentralized protocol that allows you to mint the stablecoin $USDP using a variety of whitelisted tokens as collateral. Providing liquidity to the $USDP Curve pool will allow Unagii users to earn trading fees from trades on Curve and $CRV incentives via staking of the LP tokens. Rewards will be sold into the most premium Stablecoin and compounded.

V2 USDT Vault and V2 DAI Vault - Convex alUSD Metapool strategy $alUSD is the synthetic stablecoin issued from Alchemix, a future-yield-backed synthetic asset platform that gives you advances on your yield farming via a synthetic token that represents a fungible claim on any underlying collateral in the Alchemix protocol. For more information on how Alchemix works, kindly visit their documentation. Providing liquidity to the $alUSD Convex pool will allow Unagii users to earn trading fees from trades on Curve, as well as $CRV, $CVX and $ALCX incentives via staking of the LP tokens. Rewards will be sold into the most premium Stablecoin and compounded.

Growth Vaults

V1 WBTC Vault - Curve oBTC Metapool strategy This Metapool helps further increase the liquidity of

Bitcoin on Ethereum and makes it easier for users to swap between different variants of wrapped $BTC. $oBTC is backed by $BTC and created by BoringDAO – a decentralized bridge that allows users to transfer assets across blockchains via a minting tunnel. After Unagii deposits pooled assets in the strategy pool, we'll receive our share of LP tokens which will be staked for $CRV and $BOR in the DAO liquidity gauge. We'll then claim them from the minter gauge and sell them down to the most premium wrapped $BTC compound the earnings. Providing liquidity into this pool will also accrue trading fees from Curve users on the exchange of four different kinds of pegged-BTC tokens (including $oBTC) with low slippage.

V1 WBTC Vault - Curve BBTC Metapool strategy Binance Wrapped BTC is an ERC20 version of BTC that is issued by Binance as part of their BTokens offering.Deposits will be pooled in the strategy pool, where we'll receive our share of LP tokens which will be staked for $CRV in the DAO liquidity gauge. We'll then claim them from the minter gauge and sell them down to the most premium wrapped $BTC and compound the earnings. Providing liquidity into this pool will also accrue trading fees from Curve users on the exchange of four different kinds of pegged-BTC tokens (including $BBTC) with low slippage.

V2 WBTC Vault - Convex BBTC Metapool strategy Essentially the same as V1 WBTC Vault - Curve BBTC Metapool strategy, but with LP tokens staked into Convex pool instead to earn $CVX on top of $CRV.

V1 ETH Vault - Curve stETH pool strategy This pool helps make staked $ETH 2.0 more liquid, so users can retain exposure and earn rewards. $stETH is a tokenised form of staked Ether native to Lido Finance – a staking solution for $ETH 2.0 built and backed by several industry-leading staking providers. By providing liquidity to this pool on behalf of Unagii users, Unagii will earn trading fees from Curve exchange transactions that take place within this pool. On top of that, we'll also receive LP tokens in return which we'll stake into the Curve gauge to receive $LDO and $CRV incentivized rewards. These rewards will then be sold into the most premium Ether and compounded. Users will be able to withdraw from the vault anytime in $ETH or $stETH.

V2 ETH Vault - Convex stETH pool strategy Essentially the same as V1 ETH Vault - Curve stETH pool strategy, but with LP tokens staked into Convex pool instead to earn $CVX on top of $CRV and $LDO.

V1 Vaults

Unagii Vaults V1 is an Ethereum-based protocol that enables users to passively earn from automated yield farming by depositing single crypto assets into the Vaults executing a specific Strategy in a gas-efficient environment. Unagii integrates with third-party DeFi protocols (i.e. AMMs and lending platforms), enabling support for a wide selection of strategies that are deemed safe and valuable to users. Unagii Vaults V1

Architecture**NameDescriptionadmin**Admin refers to the Unagii team, managed by a 2 out of 3 team member Gnosis multisig. Admin members are able to set and approve strategies, and execute the

deposit invest harvest skim withdraw exit functions.**bots**These are Externally Owned

Accounts (EOA) that are set to automate transactions at specific time periods to the Controller

contract.**controller**The main Unagii governance contract. Only the Admin and Bots are authorized to trigger transactions on the Controller.**defi**DeFi is the acronym for Decentralized Finance, a term describing a variety of blockchain-based financial protocols and applications.**deposit**The function to transfer user funds into Strategy.**exit**The function to claim and sell down rewards, then return all funds in the associated Strategy back into the Vault.**gas token**This is the contract that allows Unagii to tokenize gas on Ethereum. Unagii will store gas when it is cheap to do so, and spend the Gas Token when deployment and transaction costs are high.**gas relayer**This enables the Bots to spend the Gas Token on a transaction that cuts transaction fees.**harvest**The function to claim and sell down rewards into the most premium deposit token, then reinvesting the token back into the vault, thereby compounding rewards.**invest**Calls the Deposit function to transfer tokens from the Vault into the Strategy.**skim**The function to update user balances according to the asset balance in the Strategy. It can only be called when the asset balance is more than the debt balance within the Strategy.**strategy**Strategy determines how yield is generated and accrued. Each DeFi protocol has different sets of strategies. Unagii has curated a bank of whitelisted strategies handpicked by the team that will give users the best performing yields on their tokens.**time lock**All new strategy contracts to be launched will be deployed behind a 24 hour time lock. It is currently managed by admin. The time lock will need to be called in order for new strategies to be approved. Users will be able to verify all of such events on-chain.**withdraw**The function to withdraw tokens from the Strategy back into the Vault.

V2 Vaults

Unagii Vaults V2 is the next iteration of the protocol with a slightly different architecture:

Vaults are upgradable by default as the Unagii Token contracts and the Vault contracts are separated, making it similar in design with Curve token and Curve pool contract

Smart contracts can interact (deposit/withdraw) from the vaults, which allows any developer to integrate with Unagii Vaults V2 (there is a block delay)

Vaults are protected from flash loan attacks as Unagii token tracks the lastest block number of the caller

Protected from sandwich attack on harvest as profit is vested over a period of time (6 hours for now)

Vaults are able to invest in multiple strategies, allowing the protocol to maximize returns by optimizing the allocation of funds to each strategy

Unagii Vaults V2 Architecture

Unagii Token

NameDescriptionmintmint Unagii shares when user deposits.**burn**burn Unagii shares when user withdraws.**setMinter**set minter to Vault. this makes Unagii V2 upgradable. (only called by TimeLock).

Vault

NameDescriptiondeposituser deposit token (DAI, USDC, USDT, ETH, WBTC), receives Unagii token in return.**withdraw**user withdraws token (DAI, USDC, USDT, ETH, WBTC), Unagii token is burnt.**setFundManager**set FundManager used to upgrade FundManager contract (only called by TimeLock).**borrow**borrow user funds from Vault (only FundManager can call).**repay**repay borrowed funds (only FundManager can call).**report**report profit back to Vault.

Fund Manager

NameDescriptionsetVaultset Vault used to upgrade Vault contract (only TimeLock can call).**approveStrategy**approve new strategy (only TimeLock can call).**addStrategyToQueue**activate strategy (only approved strategy can be activated).**removeStrategyFromQueue**deactivate strategy.**setQueue**reorder activate strategies (order determines which strategy to withdraw from first).**borrowFromVault**borrow user funds from Vault.**repayVault**repay user funds to Vault.**reportToVault**call report on Vault.**withdraw**withdraw user funds from FundManager and activate strategies, back into Vault.

Strategy

NameDescriptionborrowborrow user funds from FundManager.**repay**repay user funds to

FundManager.**report**report profit back to FundManager.**withdraw**withdraw user funds back into

FundManager.**deposit**borrow from FundManager and invest into external DeFi.**claimRewards / skim / harvest**claim profit.

⚠ Understanding the Risks

All users should first understand the risks associated with blockchain, DeFi and Smart Contracts

Since every protocol or application is built with smart contracts interacting with one another in some form, smart contract failure in one of the core components could cause a ripple effect throughout the DeFi ecosystem.

This means that smart contract failure on the lower layers could lead to loss of funds in the protocols or applications that are built at the higher layers.

Mitigating Smart Contract Risks through Multiple Security Audits

These smart contracts have been put through multiple security audits like the [Compound Protocol](#) from reputable firms like [Trail of Bits.](#)

Risks with Stablecoin Pegs

Stablecoins are designed to minimize price volatility relative to another asset by pegging to another currency (fiat, crypto) or commodity.

Stablecoins can fail due to collateralization and volatility risk together with flawed mechanism designs to maintain their respective pegs.

However, the main risks are associated with specific collateral types backing these stablecoins.

Overcollateralization can help to reduce volatility risk but if the prices of the underlying collateralized asset drops too quickly, liquidation might not be enough to cover the full amount that was borrowed.

That being said, the risks are greatly reduced with a reasonable collateralization ratio and sound collateral types that have a monetary premium and deep liquidity like Ether or Bitcoin.

Losing a desired peg could cause loss of funds for stablecoin holders and that is why at Unagii we have decided only to work with the best, time-tested and widely accepted stablecoins like [USDC](#) (which is 1:1 backed by US dollars in a bank account issued by Coinbase) and [DAI](#) (decentralized cryptoovercollateralized stablecoin)

Market Risks

As with all new markets and technologies, other complex risks could exist with new Financial Platforms like Compound. One of these complex risks is Market Risk and better financial models are needed to better analyze these risks.

Platforms like Gauntlet have done thorough Risk Assessments like the one here :
https://gauntlet.network/reports/CompoundMarketRiskAssessment.pdf

We use a rigorous definition of market risks to construct simulation-based stress tests that evaluate the economic security of the Compound protocol as it scales to underwriting billions of dollars of borrowed assets. These stress tests are trained on historical data and put through a battery of scenarios that represent the expected and worst case economic outcomes for the protocol. Our stress tests are constructed analogously to how transaction-level backtesting is done in high-frequency and algorithmic trading. These techniques are used to estimate the market risk of a systematic trading strategy before it is deployed to the market. As there are over $1 trillion US dollars of assets managed by funds that use these techniques to provide daily actuarial analyses to risk managers, we believe that these are the best methodologies for evaluating market risk. By modifying these techniques to handle the idiosyncrasies of cryptocurrencies, we are able to provide similar statistical power in these actuarial analyses

☌ FAQ

Why does the world need this?

We believe that society already has the collective compassion, knowledge and resources to solve all of the world's problems. We also know that the missing piece is a technology to bring it all together. Therefore we use proven applications of blockchain to connect the people within existing communities and empower them to solve

problems together.With this project, we envision a world enDAOment that can provide continuous funding to the movements and initiatives that matter most to the community.

Our vision for the future

In the future, we believe people will demand engagement, transparency, expediency and collaboration in society, and a seat at the table when solving problems. We believe this platform will be what people turn to first when looking to start and fund movements.

What is a DAO? And why do we need it?

A DAO is an online community built on the blockchain that introduces powerful tools designed for collaboration, decentralization, and transparency without the need for trust. This combination allows us to quickly mobilize around our most important social movements and take action quickly.

What is a "Movement"?

Movement DAO supports movements, defined as communities organized around a shared mission. For example, social movements such as racial justice, environmental movements such as saving endangered species, or public goods movements such as art projects. For the first time ever, these movements have the infrastructure to finance their causes with economic alignment. For the first time ever, the infrastructure exists to prevent tragedy of the commons.

What is an "initiative"?

Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones.

What are the differences between $MOVE and $(Movement) tokens?

MOVE tokens represent the potential to mint new movements and influence how the entire system is governed. In addition, the MOVE token is the native currency used to purchase movement tokens. Given this powerful utility and the inherent demand for $MOVE tokens, this token has the potential to appreciate in value over time as the ecosystem grows. The $MOVE ecosystem also earns movement tokens for each newly minted movement and revenue generated through network activity tributes. Revenue generated through network tribute goes towards the MOVE enDAOment.

What is a Defi Endowment?

The Defi Endowment is a pool of tokens (both $MOVE and $(Movement) tokens) that are owned by the governance DAO. This pool of assets is used to permanently generate income for funding movements and their initiatives. Income is generated through network activity related to trading and swapping of tokens, as well as yield farming of stablecoin assets.

What are the benefits for token holders?

Movement tokens have the potential to accrue value over time, as the price is directly tied to the growth of a movement community. Movement communities have the flexibility to set their own economic design including variables such as bonding curves, transaction tributes, vesting, and deflation. Movement tokens also represent voting rights for governance and funding initiatives. Like $MOVE token holders, $(Movement) token holders are incentivized to take action against malicious actors in their communities.

How are tokens distributed?

Both $MOVE and $(Movement) tokens are distributed via a mechanism called a bonding curve. A bonding curve is an encoded formula that determines the price of each incremental token that is minted (purchased) or burned (sold) based on the total supply. Instead of minting a large supply of tokens at the onset of the project, Movement DAO uses this minting and burning mechanism so that these communities are formed, grow and thrive as decentralized communities from the beginning. The bonding curve is not only ideal for ensuring decentralization, fairness, and stability, it is also an important element used for continuous funding for movements.

How are initiatives funded?

There are two primary forms of funding for initiatives: Passive and Active. •Passive funding occurs when the movement community uses treasury reserves to fund initiatives. Passive funding takes time and requires continuous growth and activity such as minting, burning, and swapping of tokens. Active funding occurs when community members apply tributes to their votes. Tribute votes combine the signaling of which initiatives the voter wants to fund, and also attaches direct tributes of tokens IF those initiatives are selected.

Those who tribute tokens earn a boost in their voting power.

Why should I trust this platform?

The Merkaba system is built in a way that designs bad behavior out of the system by using carefully designed incentive systems.First, the use of bonding curve token distribution ensures that the project will be decentralized and community owned from the beginning. The founders tokens will be locked for 6 years from launch, meaning there is no return on investment to the founders until the platform is fully built, operational and successful in its objectives. The system also establishes trust with its community by adopting state of the art mechanism design concepts.We have built this system on the shoulders of giants.

Users can rest assured that the underlying code has been audited for functionality and security.

What are my responsibilities as a community member?

There are various stakeholders and community members in the Movement DAO ecosystem. The primary stakeholders are $MOVE token holders and movement token holders.

$MOVE tokens represent voting rights on the platform. Token holders are able to submit proposals and vote for governance changes as well as launch and influence new movements on the platform.

$(Movement) tokens represent unique ecosystems designed specifically for supporting movements. Movement token holders are responsible for promoting, collaborating, and voting on how resources are allocated, and to which movement initiatives.

How do I get involved in the community?

As a movement evangelist - Submit a proposal for a new movement or get involved in a new movement community. Movement evangelists are often those who are proposing new movements, however communities may find more influential leaders that can grow their communities better over time. Additionally, evangelists can choose to have delegates who they allocate a portion of their rewards to increase the scope of the network and its influence.

As a developer - Join our Discord and stay active within the Developer channel. We encourage a collaborative developer community to help make the platform the best it can be.

As a community organizer - Decentralized communities require community members that take on leadership roles to help organize and mobilize their respective communities to take action and work together. Communities will naturally identify skillful leaders and create incentives to keep them engaged in these important roles.

How do I purchase tokens?

Download the Metamask wallet extension for your browser at https://metamask.io and follow details instructions at https://metamask.io/faqs.html

Download the Metamask App for your mobile device

Sync both applications with the QR code provided. Add funds with a debit card or Apple Pay

Complete your first transaction by buying ETH

Link your Metamask wallet to Movement DAO and buy $MOVE

Use your $MOVE tokens to start a new movement or to buy existing movement tokens.

Glossary

Use this space to get up to speed on key terminology

AUDIT

An audit is a comprehensive review of a system and its design to identify its strengths, weaknesses and potential vulnerability. Audits may be internal or independent and can be informal or formal audits and are meant to be a tool for project stakeholders or developers.

APY

Annual Percentage Yield are a time-based measurement of the Return On Investment (ROI) on an asset. For example, $100 invested at 5% APY would yield $105 after one year, if there is no compounding of any interest earned on that $100 through the year.

AMM

An AMM is a decentralized asset trading pool that enables market participants to buy or sell cryptocurrencies. AMMs are non-custodial and permissionless in nature. Most AMMs utilize either a constant product, constant mean, or constant sum market-making formula; however, the most common is a constant product market maker, most notably Uniswap.

BONDING CURVE

Bonding curves are token distribution models that automate the relationship between price and supply. The tokens in this model are referred to as Continuous Tokens because their price is continuously calculated. In continuous token models, there is no ICO or token launch. Instead of pre-selling tokens during a launch phase, the tokens are minted continuously over time via an automated market maker contract. Tokens are minted when purchased as needed, in conjunction with demand, and used within the protocol or application when required or desired.

Continuous Tokens have other properties such as instant liquidity and deterministic price. Bonding curves act as an automated market maker such that token buyers and sellers have an instant market. Additionally, bonding curve models don't have central authorities responsible for issuing the tokens. Instead, users can buy a project's token through a smart contract platform. The cost to buy these tokens is determined by the supply of those tokens. Unlike traditional models, the cost of these tokens increases as the supply increases. This price is determined by a pre-existing algorithm, further described below. A fee of 1% is applied per trade with the bonding curve.

COLLATERAL FOUNDERS

The founding team who contributed the collateral by which the Movement DAOs genesis bonding curve was based. Additional, the founding team contributed the seed engineering funds to establish the DAO and initiative funding workflow.

COLLATERALIZATION

The borrowing of a deposit asset or assets to seek further business activities such as Yield Farming.

Collateralization can amplify gains or losses, and is thus, considered riskier than not borrowing funds.

COMPOUND INTEREST

Once called the eighth wonder of the world by Einstein, compound interest allows greater interest rates and returns on investments by allowing interest gained to be automatically reinvested back in with the original deposits and accrued interest. This reinvestment period is based on the planned distribution of this interest which may be hourly, weekly, monthly, or an annual interest distribution. With compound interest, the greatest gains are often seen over a certain period in time, with a notably sharp rise in the value of investments seen at longer periods. In general, the longer a deposit benefits from compound interest, the much greater the overall gains when compared to gains made from simple interest.

CONVICTION VOTING

Conviction voting is a DAO voting mechanism whereby individuals stake their powers to vote on proposals and gather enough votes to pass over time. While this mechanism is new, in theory, the it hinders persons with strong opinions and large stakes from bridling minority voters. Here, it's not a requirement for the majority to achieve consensus on each proposal, but rather, token holders (stakeholders) can concentrate on the proposals they promote/support.

DAI

A stable coin governed by MakeDAO an organization represented by a set of codified rules, controlled by the organization members and not influenced by a central government. A DAO's financial transaction record and program rules are maintained on a blockchain. "When implemented well, a DAO allows for real-world experiments in decentralized democratic organization and control, with more freedom of action and less regulatory oversight for DAO controlled projects and products when compared to legacy corporate structures and organizations

DAO

A DAO (decentralized autonomous organization) is an organization represented by rules encoded as a transparent computer program, controlled by the organization members, and not influenced by a central government. As the rules are embedded into the code, no managers are needed, thus removing any bureaucracy or hierarchy hurdles.

DAPP

A DApp is an online portal or other interactive software that enables direct interaction between end users and providers (e.g., connecting buyers and sellers in some marketplace, owners and stores in file storage).

DEFI

Decentralized Finance (DEFI) a set of Smart Contracts running independently on blockchains such as the Ethereum network that aim to enhance the profitability of investors in DeFi through automated smart contracts. DeFi tools seek to maximize returns by providing liquidity to various other protocols. These should be considered risky investments as the infrastructure is quite new and often not fully audited.

ENDAOMENT

An EnDAOment is a principal pool of capital used as a perpetual source for earning yield via DeFi activity, used to fund various movements and initiatives within the ecosystem.

ETHEREUM

Ethereum is an open-source decentralized blockchain built for smart contract development. Smart contracts allow for developers to create decentralized applications on the Ethereum infrastructure and to run their own token system on a secure and immutable platform without the need for building a dedicated blockchain.

ERC-20

A cryptocurrency protocol based on the Ethereum blockchain. An ERC-20 coin, by definition, uses this protocol.

FLASH LOANS

A type of loan that is only possible in the world of cryptocurrencies where the token is loaned out only for the length of time it takes to complete one transaction block on the blockchain. As long as the loan is paid back before the next transaction block begins there is no interest fee incurred by the borrower. Flash Loans allow for new types of investments that are nearly instantaneous algorithmic scripts to run in Smart Contracts that can be stacked upon one another for innovative yet sometimes risky investments. Flash Loans may also have vulnerabilities that may include systems vulnerabilities that take advantage of approved existing systems but are used in a novel malicious manner.

GAS FEES

Gas fees are rewards paid to Proof Of Work miners to incentivize them to support the network's transactions which become written to the blockchain. In Ethereum, this gas fee unit amount is expressed in gwei. Withdrawals or transfers to or from CEXs, DEXs Liquidity Pools, and Wallets all incur a gas fee. The amount of this gas fee will vary in cost depending on supply and demand. As currently designed: when demand on Ethereum or an ERC-20 network is at its highest, gas fees are at also their highest.

GOVERNANCE

Governance refers to the control and use of a Governance coin, token, and/or project through various measures to grow the ecosystem or product and to maximize gains for governance token holders.

GOVERNANCE TOKEN ($MVMT)

A token is used to govern the operations and influence the direction of a coin, token, and/or project controlled by the Governance Token. Holding these tokens are often profitable through direct price appreciation of popular governance tokens, but may come with other benefits that are only available to governance token holders and voters. Holders of the MOVE token help to shape the future of the Movement DAO ecosystem by voting on governance initiatives.

HATCH PRICE

The price paid per token by when hatching a new Movement.

IMPERMANENT LOSS

I Automated Market Makers (AMM) and liquidity providers (LPs) contribute assets for liquidity to market participants. These AMM pools utilize a bonding curve, typically built on a constant function market marker formula. Asset prices are constantly changed by the AMM pool in response to trading activities by participants. This is an effort to ensure that LPs can receive the same amount of assets they deposited when they withdrawal. However, due to the volatility of asset prices and arbitragers, LPs occasionally will not receive the exact amount of assets upon withdrawal. The dollar value of the assets they withdraw would typically be lower than if they had no provided liquidity and just held the assets. This dollar value shortfall is known as impermanent loss. The loss is said to be impermanent because if asset prices return to the level during withdrawal the loss is eliminated.

INITIATIVES

Initiatives are projects proposed by the movement community. Token holders vote on which initiatives receive funding. Funding is provided by the reserve pool & direct tributes. Funding is distributed incrementally when predetermined milestones are achieved. Initiatives are proposed with those milestones.

INSTANT LIQUIDITY

Tokens can be bought or sold instantaneously at any time, the bonding curve acting as an automated market maker. A bonding curve contract acts as the counter-party of the transaction and always holds enough ETH in reserve to buy tokens back.

LIQUIDITY

A measure of how much available circulating supply there is of an asset or currency, and the activity of that asset or currency in an exchange, economy, or network. A currency with low supply and/or circulation is said to be illiquid.

LIQUIDITY MINING

An energy-efficient form of cryptocurrency mining that supports work and transactions on a blockchain usually without expensive application or hardware-specific equipment required by older forms of cryptocurrency mining.Rewards are provided to liquidity providers as a means to incentivize liquidity mining

LIQUIDITY POOL

An LP, or Liquidity Pool, is a pool of deposited funds meant to provide liquidity to a currency, network, or Smart Contract. Liquidity is considered the lifeblood of any physical or digital currency, exchange, or financial network, so there will be designed rewards or incentives given to those who provide liquidity to LPs.s.Liquidity Providers-In the realm of cryptocurrency and DeFi, this refers to investors who deposit an asset to provide liquidity on an exchange and/or network(s) to gain an ROI on their investment. Investors deposit one or more of their digital assets into decentralized Liquidity Pools (LPs) to provide liquid capital to exchanges and smart contracts. Liquidity Providers often provide two or more types of assets, in which Impermanent Loss is sometimes seen.

LOCK AMOUNT

The minimum amount of the configured token that must be locked in order to submit a proposal.

LOCK DURATION

The minimum amount of time the configured token will be locked for in order to submit a proposal.

MAKERDAO

Maker is a decentralized governed financial ecosystem based on a Stablecoin called DAI. DAI is algorithmically pegged to $1 USD, with no volatility. A digital asset with no volatility at all, is sometimes seen as a hedge or safety measure in times of high volatility or during Bear markets.

MARGIN

An available avenue of borrowed capital that is considered very high risk, as collateral must be provided for a margin loan to secure the loan. It is called margin or a margin loan because a risky loan is being taken on the margins of the investment to hopefully amplify gains for the investor or trader.A margin loan is considered very high risk as the deposited base asset is at risk of liquidation during a margin call.

MARGIN CALL

The act of implementing a Forced Liquidation or Liquidation Event when an investor or trader cannot meet debt obligations on leveraged trade positions. Margin calls can be triggered by rapidly changing market conditions and high volatility that bring Liquidation Events for some leveraged traders on exchanges and markets.

MARKET CAPITALIZATION

A measure of the total funds invested in a company or project. This market cap of a coin, company, or project can be calculated by multiplying the asset's unit price by the total number of coins.x.MetaMask-MetaMask is a popular mobile or desktop software cryptocurrency wallet that can hold, transmit or receive Ethereum and ERC-20 compatible coins or tokens.

MINIMUM APPROVAL %

This is the minimum amount of approval amongst the total membership required for a proposal to be valid, this can be set high if you want to ensure people are actively participating or it can be set to 0% so there is no quorum requirement enforced.

MINING POOL

A pool of cryptocurrency miners that provides mining services to a cryptocurrency network. Mining Pool operators and contributors are incentivized by a coin or token's programmed mining rewards to support transactions and provide liquidity on a coin's network.

MOVEMENT

Movements are broadly defined as communities organized around a shared mission. or example, social movements such as racial justice, environmental movements such as saving endangered species, or public goods movements such as art projects. Within the Movement DAO structure, these communities are radically empowered to organize and fund their most important initiatives in a fun, secure and trustless way. For the first time ever, these movements have the infrastructure to finance their causes with economic alignment. For the first time ever, the infrastructure exists to prevent tragedy of the commons.

MOVEMENT EVANGELISTS

Movement evangelists are nominated by their respective communities to spearhead movement awareness campaigns and to coordinate communities around funding. Movement Evangelists are also responsible for token giveaways.

MULTISIG WALLET

A multiple signature wallet is a cryptocurrency wallet that controls access and changes to one or more Smart Contracts. Community governed projects like a DAO often require multiple signers to approve a transaction before it will be executed. For community-based efforts, Multisig wallets for DAOs and DeFi projects are often implemented as 6 of 9 wallets, where 6 of 9 community wallet signers must agree to sign a transaction before a Smart Contract can be implemented.

ORACLE

A feed of data, such as the current market prices of an asset or assets, that provides a high confidence service to users and other services that the source and detail of the oracle's data are timely, accurate, and untampered. Sources of data may be singular or decentralized sources and may be dispersed geographically from one another. All exchanges and markets require accurate and timely information to operate properly at high efficiency. An example of the most well-known oracle protocol is Chainlink (LINK).

POOL

A smart contract containing shared amounts of assets provided by depositors. Pools are either used in Automated Market Makers (AMMs)for optimized trading purposes, lending aggregation (yPool), or in shared yield farming strategies (yVaults), among other things.cc.Protocol-In High Technology, a protocol is a set of developed rules or specifications. These rules detail definitions, standards, limitations, and potential stipulations of a protocol. Examples of technology protocols include TCP/IP and ERC-20.

POST-HATCH PRICE

Post-Hatch price - The price per token at the launch of the Movements when the curve is set and anyone can join with the Commons

RAGE QUIT

"Rage quitting" is a function built into DAO's smart contracts that allows a member to take its unallocated capital contribution and leave the DAO.

REBALANCE

To make changes to a portfolio or pool of funds for various reasons.An automated or manual tactical change to a yield farming strategy that is meant to nearly instantaneously do one or more of the following actions

profits through arbitrageTake or secure profitsReduce risks to investors or pooled fundsDuring periods of high volatility, the latter is especially the case if margin or leveraged funding is used by the trader, investor, or controller in charge of pooled funds. If an assessment is made that market conditions are a risk to invested funds, mitigation efforts will be implemented either autonomously or through manual intervention to reduce risks to invested funds.

SMART CONTRACT

A digital contract that is programmed in a language that is considered Turing complete, meaning that with enough processing power and time, a properly programmed Smart Contract should be able to use its code base and logical algorithms to perform almost any digital task or process. Ethereum's programming languages, such as Solidity and Vyper, are Turing complete.ff.Spread-When an order is made on an exchange or market, the disagreement of the difference in price between potential buy and sell offers of an asset is called the spread. A wide spread in price can lead to higher slippage.

SPAM PENALTY %

Modifies the Lock Amount and Lock Duration depending on the number of currently active locks the proposer has.

STABLECOIN

In cryptocurrency, it is a digital cryptocurrency equivalent to one (1) Dollar USD. In theory, the price of the stablecoin is pegged to the US Dollar, but in practice, there is some variance to nearly all stablecoins except for coins like DAI, which are designed with no volatility.

STAKE

The act of depositing a cryptocurrency coin or token into a yield farming project and/or protocol, whether the access to the project is either through CeFi or DeFi methods. Stakers hope to gain interest on their deposits into these yield farming projects and offerings. CeFi is considered safer for several reasons -including strict rules, permitting, and regulations. However, DeFi tends to give much high rewards, while being accompanied with much higher risks, the earlier the investor participates in the project's lifecycle, testing, and development. The act of staking a cryptocurrency deposit to yield farm additional cryptocurrency via CeFi or DeFi staking offerings, programs, or projects.

TESTNET

A testing network for a new token, project, or product, or for potential improvements to an existing product or offering. Testnets are used to test the viability and vulnerability of new ideas, concepts, code, and processes prior to moving on to a production network or networks of some sort.

TOKEN

A type of coin, except with much greater functionality. Tokens can also be used as a method of payment like coins, but unlike coins, they can excel at other use cases such as the democratic governance of a protocol or system, or as a means to use underlying coins to make liquidity tokens from these coin deposits. These liquidity tokens could then be used in innovative new strategies elsewhere via delegated funds to amplify gains with little risk to the underlying asset the liquidity token is based upon. An investor could choose this action so that further gains to their assets may be made by using the automated actions of intelligent Smart Contracts to optimize gains.

TOTAL AVAILABLE CAPITAL

Represents the total deployable capital in treasury reserves that can be used to fun initiatives within a movement. Token holders will vote to determine how to use "Total Available Capital" reserves.

TOTAL FINANCIAL BACKING

Represents the total "potential" influence of an entire movement community. In crypto terms, one might refer to this value as market capitalization. This number represents the total assets that are collateralized in stable coins on the bonding curve.

TRAGEDY OF THE COMMONS

An economics problem in which every individual has an incentive to consume a resource, but at the expense of every other individual – with no way to exclude anyone from consuming. Initially it was formulated by asking what would happen if every shepherd, acting in their own self-interest, allowed their flock to graze on the common field. If everybody does act in their apparent own best interest, it results in harmful over-consumption (all the grass is eaten, to the detriment of everyone).

TRIBUTE

Exit Tribute - The percentage that goes to the Funding Pool when token holders 'sell' by burning their token at the price determined by the ABC. If the Exit Tribute is 10% and the price is 1 DAI/token then, for every token burned, the exiting token holder would get 0.9 Dai and the Funding Pool would get 0.1

Hatch Tribute - The percentage of the funds raised during the Hatch that goes directly to Funding Pool to be used to support the Commons' mission, the rest goes to the collateral pool

TURING COMPLETE

In programming, it refers to a language that is powerful and semi-autonomous, in a way. When a language such as Solidity or Vyper is Turing complete, it means that with enough processing power and time, a properly programmed Smart Contract using a Turing complete language should be able to use its code base and logical algorithms to perform nearly any digital task or process. A Turing complete language can even be programmed to have impacts on real-world activities through electronic means, as these rapidly executed digital commands can trigger actions in the real world through sensors, relays, switches, cameras, alarms, and alerts that can trigger

a human and/or automatic response.The concept of a Turing complete programming language was named after the inventor of the idea, Alan Turing. He was an unsung war hero and legendary mathematician. Turing was also a renowned and brilliant computer scientist, cryptanalyst, and forward thinker.

TVL

Total Value Locked into a Smart Contract or set of Smart Contracts that may be deployed or stored at one or more exchanges or markets. This is used as a measurement of investor deposits. It is the dollar value of all the coins or tokens locked into a platform, protocol, lending program, yield farming program, or insurance liquidity pool.

YIELD FARMING

Yield farming is the practice of staking or lending crypto assets in order to generate high returns or rewards in the form of additional cryptocurrency. This innovative yet risky and volatile application of decentralized finance (DeFi) has skyrocketed in popularity recently thanks to further innovations like liquidity mining. In short, yield farming protocols incentivize liquidity providers (LP) to stake or lock up their crypto assets in a smart contract-based liquidity pool. These incentives can be a percentage of transaction fees, interest from lenders or a governance token (see liquidity mining below). These returns are expressed as an annual percentage yield (APY). As more investors add funds to the related liquidity pool, the value of the issued returns decrease accordingly.

VOLATILITY

A statistical measure of the price variation of an asset. Newer early-stage projects in the explosive growth stage tend to see very high volatility in the price of their assets in their early days. Volatile assets are often considered riskier than less volatile assets because the price is expected to be less predictable.

Legal

Service Provider

What are the external costs involved with the DAO?

DAOs are currently not universally recognized as legal entities. Therefore in addition to overseeing the assets of the DAO and how they are distributed by being one of the signers for the Gnosis Safe - daolawfirm.eth, the DAO through its members are responsible for the costs associated with its activities. This includes reviewing statements made in this GitBook, what the tokens maybe used for and what Legal Disclaimers and Terms of Use are acceptable given the current laws.

Fees and Expenses

Movement DAO developer contemplated the use of a service provider to help facilitate, for example, paying other service providers who may not be strictly anonymous or accepting of Ethereum. Currently an anonymous donor is paying for the fees associated with the service provider until the DAO governance if formed and snapshot votes render the will of its members.

Following other DAOs, with different charters, such as Flamingo DAO, and the fees associated with their activities, we estimate spending 2% of the assets held per year on such legal services.

Upon the formation of the governance for Movement DAO, this will be submitted for the community vote via [snapshot.](#)

Token Sale and Use

What are the terms of the $MOVE token sale?

TERMS AND CONDITIONS OF TOKEN SALE AND USE

PLEASE READ THESE TERMS AND CONDITIONS OF TOKEN SALE AND USE

CAREFULLY BEFORE ACCESSING THE WEBSITE LOCATED AT HTTPS://MOVE.XYZ (THE

"WEBSITE") OR THE Movement DAO (DEFINED BELOW) OR PURCHASING TOKENS. THE

LAW OFFICE OF REED YURCHAK (THE "COMPANY") WILL ACT AS THE SERVICE

PROVIDER FOR THE MOVEMENT DAO. YOU ACKNOWLEDGE THAT THERE ARE

CERTAIN RISKS ASSOCIATED WITH PURCHASING THE TOKENS DESCRIBED HEREIN

AND AGREE TO ASSUME SUCH RISKS UPON ANY PURCHASE OF TOKENS. IN

ADDITION, NOTE THAT THESE TERMS CONTAIN A BINDING CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE TOKENS DESCRIBED HEREIN.

Prior to purchasing Tokens, you should carefully consider these Terms and, to the extent necessary, consult a lawyer, accountant, and/or tax professional, as applicable.

Purchases of Tokens should be undertaken only by individuals or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens, including Ethereum-based tokens and blockchain-based software systems. Purchasers should have an expert understanding of the storage and transmission mechanisms associated with cryptographic tokens. While the Company will be available to assist the Purchaser of Tokens during the Token Sale, the Company will not be responsible in any way for loss of any cryptocurrency, including Tokens, resulting from actions taken by, or omitted by Purchaser. If you do not have such experience or expertise, then you should not purchase Tokens or participate in the Token Sale. Your participation in the Token Sale is deemed to be your understanding and acknowledgment that you satisfy the requirements mentioned in this paragraph.

As further described herein, by purchasing Tokens, and to the extent permitted by law, you agree to not hold the Company or its respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and/or designees liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected, to the sale of Tokens, including losses associated with these Terms.

You acknowledge, understand and agree that:

You are subject to and bound by these Terms by virtue of purchasing the Tokens.

The Tokens have no rights, intended uses or attributes outside of use with the Movement Platform or as otherwise expressly referred to in these Terms.

A purchase of Tokens is non-refundable and cannot be cancelled.

A purchase of Tokens involves many, varied risks which can result in the loss of all amounts paid.

The Company reserves the right to refuse or cancel Token purchase requests at any time in its sole and absolute discretion.

The Tokens are not backed by any physical bullion or other assets which a Purchaser would have any rights or access to.

Other Token purchasers who made their purchase at a different time may receive more Tokens from the DAO for the same amount paid. In an effort to be completely transparent the tokens are priced on a bonding curve which is a function of the number of tokens voted by the community at any point in time and the token price is not due to any action by the DAO or any member of the community.

These Terms limit the liability of the DAO and its Associated Parties (defined below) in connection with the sale of Tokens.

Right to review information of the Movement DAO

You have reviewed to your satisfaction all supporting documents and collateral sources concerning the risks associate with purchasing Tokens.

NOTHING IN THESE TERMS SHALL BE DEEMED TO CONSTITUTE A PROSPECTUS OF

ANY SORT, A SOLICITATION FOR INVESTMENT OR INVESTMENT ADVICE NOR DOES IT

IN ANY WAY PERTAIN TO AN OFFERING OR A SOLICITATION OF AN OFFER TO BUY ANY

SECURITIES IN ANY JURISDICTION. TO THE MAXIMUM AMOUNT PERMITTED BY

APPLICABLE LAW, EACH OF THE COMPANY AND MOVEMENT FOUNDATION

(COLLECTIVELY, THE "ASSOCIATED PARTIES" AND EACH AN "ASSOCIATED PARTY")

EXPRESSLY DISCLAIM AND SHALL NOT BE LIABLE FOR ANY AND ALL RESPONSIBILITY

FOR ANY DIRECT OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR

OTHER LOSSES OF ANY KIND, IN TORT, CONTRACT OR OTHERWISE (INCLUDING BUT

NOT LIMITED TO LOSS OF REVENUE, INCOME OR PROFITS, AND LOSS OF USE OR

DATA), ARISING OUT OF OR IN CONNECTION WITH (I) THE PURCHASER'S ACCEPTANCE

OF OR RELIANCE ON ANY INFORMATION CONTAINED IN THESE TERMS OR THE WHITEPAPER, (II) ANY ERROR, OMISSION OR INACCURACY IN ANY SUCH INFORMATION OR (III) ANY ACTION RESULTING THEREFROM.

Purchaser agrees to buy, and DAO agrees to sell, Tokens in accordance with the following terms: Acceptance of Confidential Offering Memorandum, Whitepaper and Terms

Cookies Policy

COOKIES POLICY

We understand that your privacy is important to you and are committed to being transparent about the technologies we use. In the spirit of transparency, this policy provides detailed information about how and when we use cookies on our Site.

Do we use Cookies?

Yes. We and our marketing partners, affiliates, and analytics or service providers use cookies, web beacons, or pixels and other technologies to ensure everyone who uses the Site has the best possible experience.

What is a Cookie?

A cookie ("Cookie") is a small text file that is placed on your hard drive by a web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Some of the cookies will only be used if you use certain features or select certain preferences, and some cookies will always be used. You can find out more about each cookie by viewing our current cookie list below. We update this list periodically, so there may be additional cookies that are not yet listed. Web beacons, tags and scripts may be used in the Site or in emails to help us to deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon. We may receive reports based on the use of these technologies by our service/analytics providers on an individual and aggregated basis.

Why do we use Cookies?

We generally use Cookies for the following purposes:

To recognize new or past customers.

To store your password if you are registered on our Site.

To improve our Site and to better understand your visits on our platforms and Site.

To serve you with interest-based or targeted advertising.

To observe your behaviors and browsing activities over time across multiple websites or other platforms.

To better understand the interests of our customers and our website visitors.

Some Cookies are necessary for certain uses of the Site, and without such Cookies, we would not be able to provide many services that you need to properly use the Site. These Cookies, for example, allow us to operate our Site so you may access it as you have requested and let us recognize that you have created an account and have logged into that account to access Site content. They also include Cookies that enable us to remember your previous actions within the same browsing session and secure our Sites.

We also use functional Cookies and Cookies from third parties for analysis and marketing purposes. Functional Cookies enable certain parts of the site to work properly and your user preferences to remain known. Analysis Cookies, among other things, collect information on how visitors use our Site, the content and products that users view most frequently, and the effectiveness of our third-party advertising. Advertising Cookies assist in delivering ads to relevant audiences and having our ads appear at the top of search results. Cookies are either "session" Cookies which are deleted when you end your browser session, or

"persistent," which remain until their deletion by you (discussed below) or the party who served the cookie.

Full details on all of the Cookies used on the Site are available at our Cookie Disclosure table below.

If you want to learn more about cookies, or how to control, disable or delete them, please visit http://www.aboutcookies.org for detailed guidance. In addition, certain third-party advertising networks,

including Google, permit users to opt out of or customize preferences associated with your internet browsing. To learn more about this feature from Google, https://adssettings.google.com/u/0/authenticated? hl=en

To control flash cookies, which we may use on our Site from time to time, you can go to

http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html, because Flash cookies cannot be controlled through your browser settings. Please note that if you decline the use of flash Cookies, some functions of the website may be unavailable and we will not be able to present personally tailored content and advertisements to you.

We may link the information collected by Cookies with other information we collect from you pursuant to this Privacy Policy and use the combined information as set forth herein. Similarly, the third parties who serve cookies on our Site may link your name or email address to other information they collect, which may include past purchases made offline or online, or your online usage information. If you are located in the European Economic Area, you have certain rights that are described above under the header "Notice to EU Data Subjects", including the right to inspect and correct or delete the data that we have about you.

♀ Privacy Policy

Privacy Policy

Last Updated: January 3, 2022

This privacy policy ("Policy") describes how Movement DAO ("Company", "we", "our", or "us") collects, uses, shares, and stores personal information of users of this website and members (the "Site"). This Policy applies to the Site, membership, services, projects or movements (collectively, "membership") on or in which it is posted, linked, or referenced.

By using the Services, you accept the terms of this Policy and our Terms of Use, and consent to our collection, use, disclosure, and retention of your information as described in this Policy. If you have not done so already, please also review our Terms of Use. The Terms of Use contain provisions that limit our liability to you and require you to resolve any dispute with us on an individual basis and not as part of any class or representative action. IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY OR OUR TERMS OF USE, THEN PLEASE DO NOT USE ANY OF THE SERVICES.

If you are visiting this site from the European Union (EU), see our Notice to EU Data Subjects below for our legal bases for processing and transfer of your data.

WHAT WE COLLECT

We get information about you in a range of ways.

Information You Give Us. Information we collect from you includes:

Identity information, such as your first name, last name, username or similar identifier, title, date of birth and gender identification;

Contact information, such as your postal address, email address and telephone number;

Profile information, such as your username and password, interests, preferences, feedback and survey responses;

Feedback and correspondence, such as the information you provide in your responses to surveys, when you participate in market research activities, report a problem with Service, receive customer support or otherwise correspond with us;

Usage information, such as information about how you use the Service and interact with us; Membership information, such as personal information or financial information.

Information We Get From Others. We may get information about you from other third-party sources and we may add this to information we get from your use of the Services. Such information may include:

Information Automatically Collected. We may automatically record certain information about how you use our Site (we refer to this information as "Log Data"). Log Data may include information such as a user's Internet Protocol (IP) address, device and browser type, operating system, the pages or features of our Site to which a user browsed and the time spent on those pages or features, the frequency with which the Site is used by a user, search terms, the links on our Site that a user clicked on or used, and other statistics. We use this information to administer the Service and we analyze (and may engage third parties to analyze) this information to improve and enhance the Service by expanding its features and functionality and tailoring it to

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We may use cookies or similar technologies to analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base and members as a whole. Users can control the use of cookies at the individual browser level.

We also use Google Analytics to help us offer you an optimized user experience.

Google Analytics: You can find more information about Google Analytics' use of your personal data here: https://www.google.com/analytics/terms/us.html

Information We Will Never Collect. We will never ask you to share your private keys or wallet seed. Never trust anyone or any site that asks you to enter your private keys or wallet seed.

USE OF PERSONAL INFORMATION

To Provide Our Service

We will use your personal information in the following ways:

To enable you to access and use the Services and maximize your membership.

To provide and deliver products and services that you may request.

To send information, including confirmations, technical notices, updates, security alerts, and support and administrative messages.

To confirm proposals or suggestions for movements and to confirm your identity on any vote taken on any proposal.

To Comply With Law

We use your personal information as we believe necessary or appropriate to comply with applicable laws (including anti-money laundering (AML) laws and know-your-customer (KYC) requirements), lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.

To Communicate With You

We use your personal information to communicate about promotions, upcoming events, and other news associated with movements, voting, projects or other matters associated with your membership.

For Compliance, Fraud Prevention, and Safety

We may use your personal information to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity, whether from a member or from an outside source seeking to access the member's account.

SHARING OF PERSONAL INFORMATION

We do not share or sell the personal information that you provide us with to other organizations without your express consent, except as described in this Privacy Policy. We disclose personal information to third parties under the following circumstances:

Affiliates. We may disclose your personal information to our subsidiaries and corporate affiliates for purposes consistent with this Privacy Policy.

Business Transfers. We may share personal information when we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or bankruptcy transaction or proceeding.

Compliance with Laws and Law Enforcement; Protection and Safety. We may share personal information for legal, protection, and safety purposes.

We may share information to comply with laws, including KYC and AML requirements.

We may share information to respond to lawful requests and legal processes.

We may share information to protect the rights and property of the Company, our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.

We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.

Professional Advisors and Service Providers. We may share information with those who need it to do work for us. These recipients may include third party companies and individuals to administer and provide the Service on our behalf (such as customer support, hosting, email delivery and database management services), as well as lawyers, bankers, auditors, and insurers.

Other. You may permit us to share your personal information with other companies or entities of your choosing. Those uses will be subject to the privacy policies of the recipient entity or entities.

We may also share aggregated and/or anonymized data with others for their own uses.

HOW INFORMATION IS SECURED

We retain information we collect as long as it is necessary and relevant to fulfill the purposes outlined in this privacy policy and at least as long as you are a member or involved in Movement DAO, including as long as you own tokens. In addition, we retain personal information to comply with applicable law where required, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigation, enforce our Terms of Use, and other actions permitted by law. To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) in which case we may use this information indefinitely without further notice to you for internal purposes

specifically related to keeping metrics to promote the most efficient and beneficial use of the

Movement DAO.

We employ industry standard security measures designed to protect the security of all information submitted through the Services. However, the security of information transmitted through the internet can never be guaranteed. We are not responsible for any interception or interruption of any communications through the internet or for changes to or losses of data. Users of the Services are responsible for maintaining the security of any password, biometrics, user ID or other form of authentication involved in obtaining access to password protected or secure areas of any of our digital services. In order to protect you and your data, we may suspend your use of any of the Services, without notice, pending an investigation, if any breach of security is suspected.

INFORMATION CHOICES AND CHANGES

Accessing, Updating, Correcting, and Deleting your Information

You may access information that you have voluntarily provided through your account on the Services, and to review, correct, or delete it by sending a request to https://move.xyz. You can request to change contact choices, opt-out of our sharing with others, and update your personal information and preferences.

Tracking Technologies Generally

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. For more information, please see the section entitled "Cookies Policy" below

CONTACT INFORMATION

We welcome your comments or questions about this Policy, and you may contact us at: https://move.xyz.

CHANGES TO THIS PRIVACY POLICY

We may change this Privacy Policy at any time without prior notice to you. We encourage you to periodically review this page for the latest information on our privacy practices. If we make any changes, we will change the Last Updated date above to reflect when those changes were made.

Any modifications to this Privacy Policy will be effective upon our posting of the new terms and/or upon implementation of the changes to the Site (or as otherwise indicated at the time of posting). In all cases, your continued use of the Site or Services after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy.

NOTICE TO CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

This section provides additional details about the personal information we collect about California consumers and the rights afforded to them under the California Consumer Privacy Act or "CCPA."

For more details about the personal information we collect from you, please see the "What We Collect" section above. We collect this information for the business and commercial purposes described in the "Use of Personal Information" section above. We share this information with the categories of third parties described in the

"Sharing of Personal Information" section above. We do not sell (as such term is defined in the CCPA) the personal information we collect (and will not sell it without providing a right to opt out). Please refer to our Cookie Policy below for more information regarding the types of third-party cookies, if any, that we use.

Subject to certain limitations, the CCPA provides California consumers the right to request to know more details about the categories or specific pieces of personal information we collect (including how we use and disclose this information), to delete their personal information, to opt out of any "sales" that may be occurring, and to not be discriminated against for exercising these rights.

California consumers may make a request pursuant to their rights under the CCPA by contacting us at legal@consensys.net. Please note that you must verify your identity and request before further action is taken. As a part of this process, government identification may be required. Consistent with California law, you may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification

NOTICE TO EU DATA SUBJECTS

Personal Information

With respect to EU data subjects, "personal information," as used in this Privacy Policy, is equivalent to "personal data" as defined in the European Union General Data Protection Regulation (GDPR).

Sensitive Data

Some of the information you provide us may constitute sensitive data as defined in the GDPR (also referred to as special categories of personal data), including identification of your race or ethnicity on governmentissued identification documents.

Legal Bases for Processing

We only use your personal information as permitted by law. We are required to inform you of the legal bases of our processing of your personal information. If you have questions about the legal bases under which we process your personal information, contact us at https://move.xyz.

Use for New Purposes

We may use your personal information for reasons not described in this Privacy Policy, where we are permitted by law to do so and where the reason is compatible with the purpose for which we collected it. If we need to use your personal information for an unrelated purpose, we will notify you and explain the applicable legal basis for that use. If we have relied upon your consent for a particular use of your personal information, we will seek your consent for any unrelated purpose.

Your Rights

Under the GDPR, you have certain rights regarding your personal information. You may ask us to take the following actions in relation to your personal information that we hold:

Opt-out. Stop sending you direct marketing communications which you have previously consented to receive. We may continue to send you Service-related and other non-marketing communications.

Access. Provide you with information about our processing of your personal information and give you access to your personal information.

Correct. Update or correct inaccuracies in your personal information.

Delete. Delete your personal information.

Transfer. Transfer a machine-readable copy of your personal information to you or a third party of your choice.

Restrict. Restrict the processing of your personal information.

Object. Object to our reliance on our legitimate interests as the basis of our processing of your personal information that impacts your rights.

You can submit these requests by email to https://move.xyz. We may request specific information from you to help us confirm your identity and process your request. Applicable law may require or permit us to decline your request. If we decline your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of your personal information or response to your requests regarding your personal information, you may contact us at https://move.xyz or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator here.

Cross-Border Data Transfer

Please be aware that your personal data will be transferred to, processed, and stored in the United States. Data protection laws in the United States may be different from those in your country of residence. You consent to the transfer of your information, including personal information, to the United States as set forth in this Privacy Policy by visiting our site or using our service.

Whenever we transfer your personal information out of the EEA to the United States or countries not deemed by the European Commission to provide an adequate level of personal information protection, the transfer will be based on a data transfer mechanism recognized by the European Commission as providing adequate protection for personal information.

Please contact us if you want further information on the specific mechanism used by us when transferring your personal information out of the EEA.

Terms of Use

Movement DAO takes the law very seriously. All individuals who engage with the Movment DAO platform should understand the legal disclaimers. Have fun.

Disclaimer

Movement DAO seeks to be as diligent as possible in compiling and updating the information on its website.

However, there is no guarantee of the correctness and completeness of the information provided herein. Equally, the DAO does not guarantee that this information is always up-to-date and such information is subject qualify to change without prior notice.

Certain capitalized terms are described in the Glossary and above in the FAQ. The FAQs is a summary based on the information found on this site or provided to the members by the DAO. Members should consult his or her own tax, financial, and legal advisors prior to making any investment in the DAO. Nothing in these FAQs shall be considered to be tax, financial, or legal advice to any member purchasing tokens or otherwise contributing to the DAO. For questions, please reach out to https://move.xyz.

Terms of Use

Effective Date: January 3, 2022

Welcome to Movement DAO! Please read these Terms of Use (the "Agreement" or "Terms") carefully, along with any other policies or notices and our Privacy Policy (defined below) located at https://move.xyz, as they lay out the rules, terms, and guidelines for you to follow when using and accessing our website or participating in the DAO. This Agreement governs your use of Movement DAO and constitutes a legally binding agreement between each user ("you," "your," or "User") and Movement DAO ("we," "us," or "our"

We may revise these Terms at any time without notice to you. If you have any questions about these Terms, please contact us at https://move xyz

In order to be a contributor to Movement DAO or purchase tokens on the DAO, you must register for and maintain an active personal user Services account ("Account"). You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18) to obtain an Account, unless a specific Service permits otherwise.

Overview

This section is a brief summary of the highlights of the terms of use of the DAO's website or services. We know that many terms of services can be long and full of confusing language so we have done our best to summarize the Terms in language that you will understand. When you accept this Agreement, you are accepting all of our Terms and not just this section. Simply by browsing the Site, you are agreeing to our Terms, so please read carefully.

Movement DAO is an experimental, novel approach to nonprofits devoted to performing good works and encouraging social justice in today's contemporary society. The DAO is a blockchain-based organization that raises funds through the purchase of tokens that entitles the purchaser, or member, to champion specific nonprofit works or projects and seek additional funding from like-minded individuals. Movement DAO hosts blockchain software as a backend service for customers who set up their own accounts and purchase tokens.

Movement DAO is neither designed to be, nor is it set up to be, an investment vehicle and no jurisdiction has deemed any token produced by Movement DAO to be a "security" as defined by the 1933 Securities and Exchange Act ("The Act"). Movement DAO is specifically designed to take advantage of the benefits of the blockchain and cryptocurrencies to ensure that contributions to nonprofit works will have a larger impact based upon larger financial backing than traditional nonprofit corporations or charities.

How You Accept These Terms

By accessing our site or setting up an account in any manner, you acknowledge that you have read, understood, and agree to these Terms, as well as the accompanying privacy policy ("Privacy Policy"), which is accessible at https://move.xyz.

Note that we reserve the right to modify the Terms at any time in our sole discretion. Any changes to the Terms will be posted on our website at https://move.xyz and will become effective immediately upon posting.

It is your responsibility to check for updates to these Terms periodically.

Eligibility

You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than eighteen (18) years of age), to contribute to Movement DAO or purchase tokens. In addition the purchase of tokens at this point is limited to those who qualify as "accredited" investors under the Act.

You can only participate in and enjoy the benefits of membership to the extent the laws of your jurisdiction or the laws of the United States do not bar you from doing so. Please make sure these Terms are in compliance with all

laws, rules, and regulations that apply to you.

By contributing to Movement DAO or becoming a member of our community, you represent and warrant that you meet all eligibility requirements we outline in these Terms. We always reserve the right to exercise our discretion as we see fit to refuse to allow certain individuals to contribute or become members of the DAO and further we may also change our eligibility criteria at any time.

Your Account With Movement DAO

In order to become a member of our community, you will need to create an Account to be able to purchase tokens as outlined above. In order to create an Account, you will need to provide us with your your full name, organization, email address, phone number, billing address and account login information. In addition, we may collect information regarding other accounts you choose to link with Movement DAO (e.g., Metamask, Google, etc.).

By creating an Account, here are a few common sense rules and acknowledgements that we ask you comply with and understand:

Be honest with us. Provide accurate information about yourself. It is not copacetic to use false information or impersonate another person or company through your Account. Any failure to provide complete and accurate information can lead to the immediate termination of your Account – and we do not want to do that!

You are responsible for your Account. You are solely responsible for any activity on your Account or any actions undertaken by your membership in a community. If you are sharing an Account with other people (e.g., if you are representing a business entity or trust), then you will ultimately be responsible for all activity. If you are registering as a business entity, you personally guarantee that you have the authority to agree to the Terms on behalf of the business and must notify us that you are purchasing the tokens on behalf of a business which membership shall be managed by you. Your Account is not transferable. You are solely responsible for any activity on your Account, so it is important to keep your Account password secure. In case of a dispute over the identity of the user, the authorized account holder of the Movement DAO or purchaser of the tokens will be deemed to be the user. "Authorized account holder" of an account is defined as the natural person assigned to the email address associated with the Account.

Be clear about our relationship. Creating an account and purchasing tokens from Movement DAO does not create an agency, partnership, joint venture, employment, or franchisee relationship with the DAO. No confidential, fiduciary, contractually implied, or other relationship is created with the DAO other than pursuant to these Terms. You will become a member of the community and enjoy all of the rights and benefits of membership as outlined above.

Passwords. You are responsible for safeguarding the password that you use to access Movement DAO or any wallet designed to hold any tokens purchased through the DAO. We encourage you to use "strong" passwords with your Account.

Emails. By creating an Account, you agree that you may receive communications from Movement DAO, such as newsletters, special offers, and account reminders and updates. You will also receive emails or communications designed to update you on any project or movement that you have indicated interests you and in which you wish to participate.

Impersonation. If someone has created an account in which he or she pretends to be you, and you send us a request to take down that account, please be sure that you have included the email address of the fake account. You agree to: (a) immediately notify us upon becoming aware of any unauthorized use of your password or Account or any other breach of security; and (b) ensure that you exit from your Account at the end of each session when using Movement DAO.

We will not be liable for any loss or damage arising from your failure to comply with this section of the Terms.

Intellectual Property

Movement DAO contains material, trademarks, and other proprietary information, including but not limited to text, software, photos, and graphics, and may in the future include video, graphics, music, and sound ("Content"), which is protected by copyright law, unregistered trademarks, database rights, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content and your membership in a community of the DAO does not grant you any right, title, or interest in or to the Content.

Your Use of Our Services

You are responsible for all of your activity in connection with Movement DAO and for any use of your

Movement DAO Account or use of the tokens. When using your membership in accordance with these Terms, we grant you a limited, personal, non-commercial, non-exclusive, non-transferable, non-assignable, and revocable license to use Movement DAO and its name, resources and services. When using the rights of your membership, we ask that you abide by some common sense ground rules:

Don't Use Your Membership to Break the Law or Sponsor Movements that are Illegal. You agree that you will not violate any laws when associated with Movement DAO. This includes any local, provincial, state, federal, national, or international laws or regulations that may apply to you.

Don't Try To Harm Our System. You agree not to distribute any virus, worm, Trojan horse, or other harmful computer virus or malicious code through Movement DAO. You also agree to not take any action that may impose an unreasonable or disproportionately large load on our infrastructure.

Don't Attempt to Circumvent Our Security. You agree not to bypass, circumvent, or attempt to bypass or circumvent any measures we may use to prevent or restrict access to Movement DAO, including without limitation other accounts, computer systems, or networks or virtual networks connected to Movement DAO.

Respect our Service. Do not take any action that: (i) interferes or attempts to interfere with the proper working of Movement DAO; (ii) circumvents any security-related features of Movement DAO; (iii) recruits or otherwise solicits any member of Movement DAO to participate in or fund projects promoted by or recommended by the DAO; or, (iv) use your membership in any way that harms the reputation or goals of Movement DAO.

Use of Cryptocurrency. You represent and warrant that any cryptocurrency transfer that you make through Movement DAO is legal in your jurisdiction. We will not be held liable for any loss or damages due to your non-compliance. All cryptocurrency transfers are made voluntarily and at your sole discretion, and you realize all risks of using cryptocurrency and blockchain technology, which are generally understood and recognized in accordance with the warnings of the financial regulators of countries across the world, as well as the risks specified in this Agreement. Movement DAO is not responsible for any cryptocurrency that may be lost through the process of smart contract execution or due to the volatility of cryptocurrencies on the market.

Any use of Movement DAO, its resources or tokens, other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and will terminate your right to membership or continued participation in Movement DAO.

License You Grant to Us Over Member Content. Any content that you produce or provide to Movement DAO or its movements, including any recommendation for movements or projects, advertising or promotion of any project, will be owned by you. We do not own any of your content. However, by providing content to us, you implicitly give permission and grant us a license to use it as we deem necessary to support any project or to the benefit of the community.

When you submit code, post, or otherwise direct communications to Movement DAO (through the use of the Site, or via a phone call, email, Discord, Slack message, etc., with us) you give us a worldwide, nonexclusive,

royalty-free license to modify, use, adapt, copy, reproduce, modify and publish your User Content. You agree that this license includes the right for us to use your User Content for promotion or advertising purposes and to improve the Site. You agree that the User Content is non-confidential and that we have the right to unrestricted use for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

In uploading any work through our Services as User Content, you authorize other members who have access to that Service to make personal and customary use of the work and acknowledge that it may not be protected by copyright.

Permission to Use Your Content. You retain all ownership rights (to the extent there is any) in any User Content that you provide to Movement DAO to submit, post, or display on or through the Movement DAO. However, by submitting any User Content, you hereby grant us a universal, irrevocable, perpetual, nonexclusive, transferable, royalty-free license to use, view, copy, adapt, modify, distribute, license (including under an open source license), sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content, in full or in part, in connection with Movement DAO or its projects or movements, subject to the terms of our Privacy Policy. Note that this means that we may use any published listings for commercial means and may sell or exchange information (except personal information pursuant to our Privacy Policy) with third parties.

Responsibility for Your Content. You should only provide Content that you have the right to share and are comfortable sharing with others under this Agreement. You are proscribed from uploading, posting, or otherwise transmitting any User Content to, or through, Movement DAO including the suggestion of any project or movement or content in support of a project or movement that infringes, misappropriates, or otherwise violates any copyright, trademark, or other intellectual property right, right of privacy, right of publicity, or any other right of any entity or person, or that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane, or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or Movement DAO rule or policy. If you do so, we reserve the right to remove any and all of your User Content from our site or material provided to our members at any time in our sole discretion. Moreover, you warrant that you have all rights, licenses, consents, permissions and authority necessary to grant the rights granted herein for any Content submitted or posted on the Movement DAO. You specifically represent and warrant that such Content will not contain material subject to copyright or other proprietary rights, unless you possess legal entitlement to that material and the authority to grant the license described above.

Approval of Content. We do not verify or pre-approve any posted User Content, and material in the form of opinions and we specifically state that any opinion published or otherwise provided by a member is not adopted by the DAO nor the opinion of Movement DAO.

Warranty & Limitation of Liability (or The Things You Cannot Sue Us For)

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF

OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES,

CONSULTANTS, LAWYERS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR

PURPORTING TO ACT ON OUR BEHALF (COLLECTIVELY THE "MOVEMENT DAO") BE LIABLE TO

YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR

EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE,

COMPENSATORY, OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS' FEES AND ALL

RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON

APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED) OF ANY KIND

WHATSOEVER RESULTING FROM: (I) YOUR MEMBERSHIP IN MOVEMENT DAO; (II) ANY

MONETARY LOSS YOU ASSOCIATE WITH THE PURCHASE OF ANY TOKENS ASSOCIATED WITH

MOVEMENT DOA; (III) ANY LOSS YOU ASSOCIATE WITH A PROJECT OR MOVEMENT IN WHICH
YOU PARTICIPATE OR CONTRIBUTE THE BACKING OF YOUR TOKENS.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT,
STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL

THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR
CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO
YOU.

Warranty Disclaimer

MOVEMENT DAO MAKES NO WARRANTY OF SUCCESS OF ANY PROJECT OR MOVEMENT NOR

DOES IT MAKE REPRESENTATION OR WARRANTY REGARDING THE WORTH OR VALUE OF ANY

TOKEN PURCHASED IN SUPPORT OF A PROJECT OR MOVEMENT. THE MEMBER AGREES THAT

HE OR SHE ACCEPTS ALL RISK OF LOSS FOR ANY TOKEN PURCHASED THROUGH MOVEMENT

DAO AND THAT NO REPRESENTATION REGARDING THE FUTURE VALUE OF ANY TOKEN HAS
BEEN PROVIDED TO ANY MEMBER OF THE DAO.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING

DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS
AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Indemnification (or What Happens If You Get Us Sued)

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Movement
DAO from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses
(including but not limited to attorneys' fees) arising from: (i) any action taken by you while a member that
causes harm; (ii) any User Content you post, program, upload, use, distribute, store, or otherwise transmit
through the Site or in conjunction with any project or movement associated with Movement DAO; (iii) your
violation of any term of this Agreement; or, (iv) your violation of any law, rule, or regulation, or the rights of any
third party.

Time Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with us must be filed within
one (1) year after such claim arose where, for purposes of this section, the time that the injury or harm occurred –
not when it was discovered thereafter – is where it arose; otherwise, your claim is permanently barred.

Governing Law

No matter where you are located, the laws of the State of Florida will govern these Terms and the parties' relationship as if you signed these Terms in Florida, without regard to Florida state's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in Miami Dade County, Florida, for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction place of residence improper venue or *forum non conveniens* in any such action

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Note to International Users

Movement DAO is based in the United States, but will have international reach. If you are a user accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Site, which is governed by United States law, you are transferring your personal information to the United States and you consent to that transfer.

Termination

We reserve the right to terminate your membership for misconduct or conduct detrimental to the community upon vote by the community. Termination of membership removes the right to vote on any action of any movement, suggest movements, make recommendations or suggestions to any movement, but it does not deprive the member of his or her tokens. That member shall still be allowed to sell the tokens, at his or her discretion, on the bonding curve, as outlined above.

No Waiver

Our failure to exercise, or delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

Severability

If it turns out that any term or provision of this Agreement is invalid, void, or, for any reason, unenforceable, such term or provision will be deemed severable and limited or eliminated to the minimum extent necessary.

The limitation or elimination of this term or provision will not affect any other terms of this Agreement.

Mandatory Arbitration & Waiver of Right to Class Action

The parties agree to mandatory arbitration to resolve any dispute arising from this Agreement or your membership or association with Movement DAO. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY

JURY. The parties agree that: (i) any arbitration will occur in Miami, FL; and, (ii) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration

Association for arbitration of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or virtually or telephonically and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO

ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE

ARBITRATION DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD

IN ARBITRATION OR IN COURT, YOU AND MOVEMENT DAO WILL NOT PARTICIPATE IN OR COMMENCE A CLASS ACTION LAWSUIT, CLASS ARBITRATION, OR OTHER SIMILAR

REPRESENTATIVE ACTION OR PROCEEDINGS. YOU SPECFICALLY ACKNOWLEDGE THAT BY BECOMING A MEMBER OF MOVEMENT DAO YOU VOLUTARILY GIVE UP THESE RIGHTS.

Force Majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe, or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions. This would include any delay in providing funding to a movement or other delay associated with a project of Movement DAO due to an act described above.

Entire Agreement

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof including membership in Movement DAO or the purchase of any tokens associated with Movement DAO and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between us. Except as provided for above, any modification to this Agreement must be in writing and must be signed by both parties.

Questions or Comments

We welcome comments, questions, concerns, and suggestions. Please send us a message at https://move.xyz.